SUPREME COURT OF THE UNITED STATES.

No. 428

TRANSCRIPT OF RECORD.

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No. 428

DISTRICT OF CALIFORNIA.

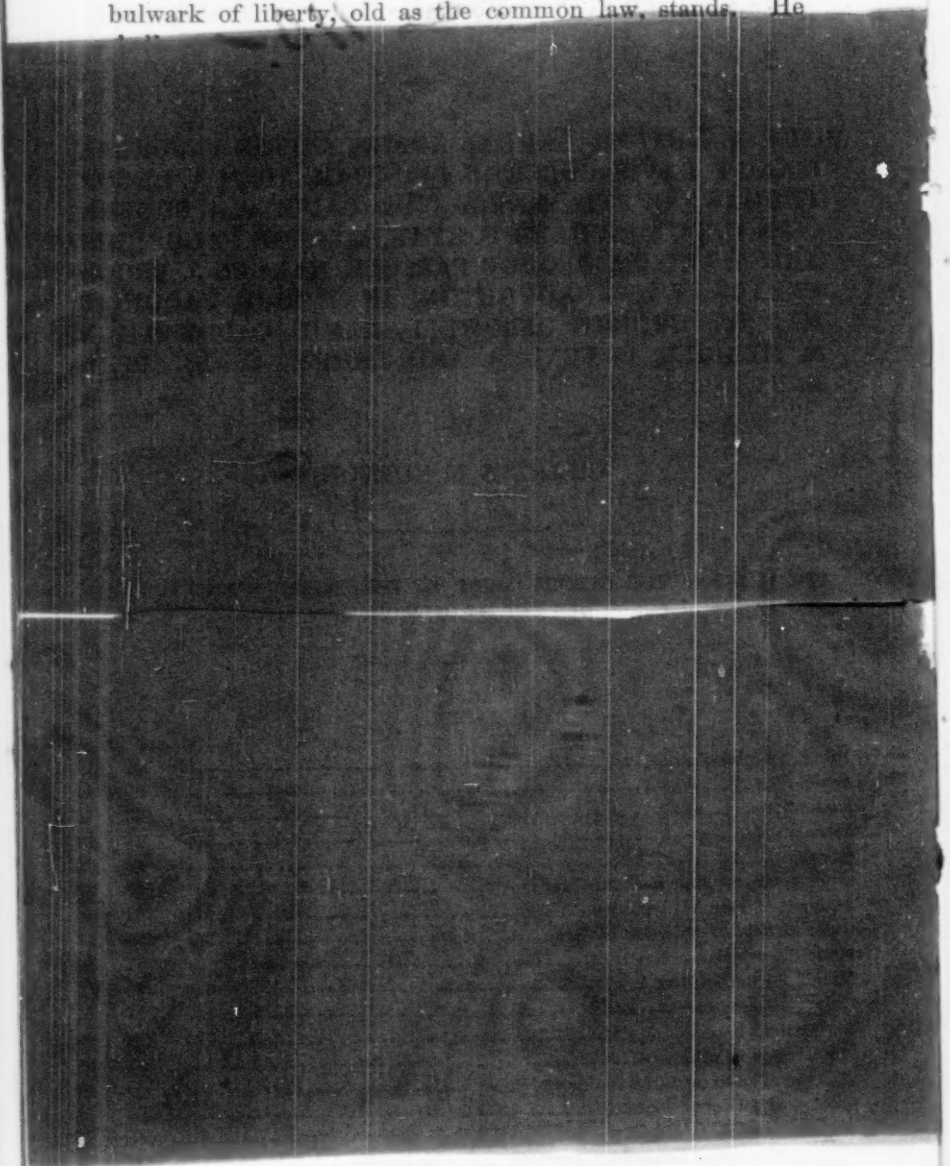
APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF CALIFORNIA.

FILED FEBRUARY 29, 1868.

Mrs. Escolashica Freeman 262 86

Mrs. Maria de los Angelos Majors .....

command of both sovereigns, thou shalt not kill; still, the bulwark of liberty, old as the common law, stands. He



SUPREME COURT OF THE UNITED STATES.

No. ~~428~~ 110

MOSES A. MEADER, SAMUEL ADAMS, ALBION P. JORDAN, ISAAC E. DAVIS, ROBERT F. PECKHAM, ADAM A. HECOX, THOMAS COURTIS, MARIA O'DE CADIZ alias EUGENIA O'DE CADIZ, RICHARD F. RYAN, GEORGE PACE, RICHARD A. LINTON, GEORGE PARSONS, MANUEL J. BROCKENBACK, W. W. BROUGHTON, ANNY RICE, JAQUIN R. MAJORS, GEORGE CALDWELL, DAVID CALDWELL, R. E. MERRILL, E. BENDER, AND HENRY RYAN, APPELLANTS,

vs.

CHARLES E. NORTON.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF CALIFORNIA.

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1 In the Circuit Court of the United States in and for the northern district of California.

CHARLES E. NORTON, complainant,
against
JOSE BOLCOFF, MOSES A. MEADER, JOHN P. Brunburg, George Pareons, H. M. Brockelbank, Santa Cruz Petroleum Oil Works Co., George H. Palmer, or Gold Hill Silver Mining Company, W. W. Broughton, Samuel Adams, A. B Hecox, Albion P. Jordan, Isaac E. Davis, R. T. Ryan, Robert Y. Peckham, Wm. T. Cooper, Hamilton Swarthout, Wd. A. de Cadiz, Thomas Courtis, John Wilson, Rich'd H. Sinton, Alfred Baldwin, Wm. Burton, Joaquin Majores, Charles A. Wilson, G. B. Jarvis, John Doe, Abraham Doe, Belden Doe, Charles Doe, David Doe, Edward Doe, Francis Doe, George Doe, Henry Doe, Isaac Doe, James Doe, Knickerbocker Doe, Lewis Doe, Martin Doe, Noel Doe, Oliver Doe, Peter Doe, Quincey Doe, Rachael Doe, Susan Doe, Theresa Doe, Undine Doe, Virginia Doe, Wealthy Doe, Zantippe Dal, Yelvah Doe and Zoe Doe, George Pace, and the heirs of Eli Moore, deceased, consisting of Alexander Moore, Thomas W. Moore, William H. Moore, Emiline Berse wife of T. N. Berse, J. N. Berse, in right of his said wife, Elizabeth Moore, widow of Eli Moore, Janthe Vestal, Rachael Vestal and Elizabeth Moore daughter of Eli Moore, defendants.

In equity.

2 To the judges of the Circuit Court of the United States of America for the northern district of California:

Charles E. Norton, a citizen of the State of Massachusetts, brings this his bill against Jose Bolcoff, Moses A. Meader, John B. Brumberg, George Parsons, M. L. Brockelbank, Santa Cruz Petrolum Oil Works Co., George H. Palmer or Gold Hill Silver Mining Company, W. W. Broughton, Samuel Adams, A. B. Hecox, Alvin J. Jordan, Isaac E. Davis, R. T. Ryan, Robert T. Peckham, Wm. F. Cooper, Hamilton Swarthout, Wd. A. de Cadiz, Thomas Courties, John Wilson, Rich'd H Sinton, Alfred Baldwin, Wm. Burton, Joaquin Majors, Charles H. Wilson, Wm. Dunlap, Frederick A. Hihn, G. D. Jarvis, John Doe, Abe. Doe, Belden Doe, Charles Doe, David Doe, Edward

Doe, Francis Doe, George Doe, Henry Doe, Isaac Doe, James Doe, Knickerbocker Doe, Louis Doe, Martin Doe, Noel Doe, Oliver Doe, Peter Doe, Quincy Doe, Rachel Doe, Susan Doe, Teresa Doe, Undine Doe, Virginia Doe, Wealthy Doe, Zantippe Doe, Yelva Doe
3 and Zoe Doe, George Pace and the heirs of Eli Moore deceased, consisting of Alexander Moore, Thomas W. Moore, William H. Moore, Emeline Berse, wife of J. N. Berse, J. N. Berse, in right of his said wife, Elizabeth Moore, widow of Eli Moore, deceased, Janthe Vestal, Racheal Vestal, and Elizabeth Moore, daughter of Eli Moore, deceased, citizens and residents of the State of California.

And thereupon your orator humbly complaining shows unto your honors and says:

That your orator is not a citizen of the State of California, but a citizen of the State of Massachusetts, and that said defendants are citizens and residents of the State of California.

And your orator further shows unto your honors, that on the thirteenth day of February, in the year eighteen hundred and thirty-nine, Maria Candida Castro, Maria Jacinto Castro, and Maria de los Angles Castro, natives and residents of he then Territory or department of Upper California, and orphans of one Joaquin Castro, their
4 father, then lately deceased, presented their joint petition in writing, at the city of Monterey, in said department, bearing date of the day and year last aforesaid, addressed and delivered to the then political chief of the said department, who was Juan B. Alverado, asking him, according to the Mexican laws, of colonization then and there in force, to concede and grant to them a certain tract of land then and now known and particularly described as the rancho "El Refugio," which said lands were situated in said department of Upper California, and are now wholly situate within the county of Santa Cruz, and in the said northern district of California, and is of the value of thousand dollars and upwards.

And your orator further shows to your honors, that he is informed and believes, and therefore avers, that thereafter and thereupon such proceedings were had in that behalf upon the said petition that on the eighth day of April, in the year eighteen hundred and thirty-
5 nine, the then political chief of said department, the said Juan B. Alverado, duly granted and conceded the said lands to the said petitioners in joint ownership; which said concession and grant was thereafter on the twenty-second day of May, in the year eighteen hundred and forty, duly approved by the departmental junta of the said department of Upper California, and a copy of the said grant and concession, was afterwards issued to the said parties in interest in that behalf, by virtue of a decree of the said then political chief of said department, made on or about the thirteenth day of June, in the year eighteen hundred and thirty-nine, and the said grant and concession was thereupon, pursuant to said colonization laws, duly entered of record in a book kept for that purpose, by an entry called in the Spanish language "Toma de Bazon," and also in an official book kept in the archives of said department and generally known as Jimeno's Index, such record of Toma de Bazon being one of the official mini-

ments of title in that behalf; which said facts above set forth
6 in that behalf will more fully and particularly appear by the said petition and proceedings in that regard in the respective expediente, and in said Jemino's Index, as the same remain of record in the archives of the said department, when they were duly archived, at the times they respectively bears date, or were originally made and executed, and have ever since been, and are now, in the office of the Surveyor General of the United States for the State of California.

And your orator further shows unto your honors, that he is informed and believes, and therefore avers, that the said Maria Candida Castro, Maria Jacinta Castro, and Maria de los Angelos Castro, thereupon and thereafter, and before the happening of the events, and the commission of any of the acts hereinafter set forth, but at what particular date your orator is ignorant, and so cannot state, entered upon the said lands, under the grant so made to them, with their horses and cattle, which subsisted, grazed, and multiplied
7 upon the same; and also built a house thereon, and lived in and occupied the same, and so continue to do; and that while they so occupied the same, but at what date your orator is ignorant, and so cannot state, the said Maria Candida Castro intermarried with Jose Bolcoff, and that said Jose Bolcoff thereupon went to live with his said wife upon the said lands, and continued so to live there with her and her two sisters for several years, namely, for ten years or thereabouts.

And your orator further shows unto your honors, that on the second day af May, in the year eighteen hundred and sixty-four, he received a conveyance, bearing date on that day and year, and executed to him of the whole of the said rancho "El Refugio," by one Ferdinand Vassault, and that he is informed and believes, and therefore avers, that by, through and under the said last-mentioned deed of conveyance, there were vested in and delivered to him, through a series of mesne conveyances from the said Maria Candida, Maria Jacinto, and Maria de los Angelos, all their aforesaid rights and interests, and all the rights, equities, and interest which they, or
8 either of them, ever had in the said rancho El Refugio, and that he still holds and owns the said rights, equities, and interests so conveyed to him by the said Ferdinand Vassault, and all the equities subsisting or resulting from the same, as in this bill set forth.

And your orator shows unto your honors, that he is informed and believes, and therefore avers and charges, that the said Jose Bolcoff, wickedly and craftily contriving to cheat and defraud the said Maria Candida Castro, Maria Jacinto Castro, and Maria de los Angelos Castro, of their said lands, and all of their said rights, equities, interest in the same, and for that purpose combining and confederating with sundry persons to your orator unknown, did thereafter, at some time or times to your orator unknown, cause the said concession and grant, so made to the said Maria Candida, Maria Jacinto, and Maria de los Angelos, to be mutilated and altered, by erasing therefrom the

name of the said Maria de los Angelos Castro, and inserting instead thereof the name of himself, the said Jose Balcoff, in the manner more particularly described and set forth in the paper hereto affixed, and herein contained, marked Exhibit A, which is a true, minute, correct, and perfect photographic fac simile and copy of that portion of said concession and grant, and of the part immediately proceding and following the same, and which said Exhibit A is made, and prayed to be taken and considered, a part of this bill, not as matter of evidence, but merely as matter of more precise and accurate descriptive averment in that behalf, namely:

toria, se declara a Da. Ma. Candida Da. Ca. Jacinta y Don Jose Bolcoff duenos en propiedad del terreno consido con el nombre del Refugio, demarcado en el dceno, que corre en este espediente y bajos los con—

And did also cause the said record of said grant and concession so contained in the said book, called and known as "Jimeno's Index," to be mutilated and altered, by erasing therefrom the names of the said Maria Candida, Maria Incinta, and Maria de las Angelos Castro, and inserting instead thereof, the name of himself, the said Jose Bolcoff; in the manner more particularly described and set forth in the paper hereto annexed, marked Exhibit B, which is a true, minute, and correct photographic fac simile copy of that portion of said index, and of the entries immediately preceding and following the same, and which said Exhibit B is made and prayed to be taken and considered a part of this bill, not as matter of evidence, but merely as matter of more precise and accurate descriptive averment in that behalf, namely:

Exhibit B.

Sta Ana y Quien sabe	C.	á D'n Manuel Larios y D'n Juan Anzar	127
Por Sn. Ramon.	C.	á D'n Dolores Pacheco	128
Las Pocitas	O.	á D'n José Noriega y á D'n Roberto Livermot	129
San Miguelito	C.	á D'n Miguel Abila	130
El Refugio	C.	á D'n José Bolcoff	131
Los Alamos	C.	á D'n José Antonio de la Guerra	132
	C.	á D'n Joaquin Cartro	133

and executed certain other forged and fabricated papers, namely:

A certain paper writing, purporting to bear date on the seventh day of April, in the year eighteen hundred and forty-one, to be executed by Juan B. Alvarado, who, at the date last aforesaid, was political chief of the said department, and to convey to the said Jose Bolcoff, upon a petition by him theretofore made, in that behalf the said Rancho El Refugio, according to the colonization laws of Mexico, then in force in the said department.

A certain other paper writing, purporting to be an original document, issued under the hands of Juan B. Alvarado, the then political chief, and of Manuel Jimeno, the then secretary of said department, to bear date on the twenty-eighth day of July, in the

year eighteen hundred and forty-one, and to certify that a concession of the said Rancho "El Refugio" to said Jose Bolcoff, made by the government of said department on the eighth day of April, in the year eighteen hundred and thirty-nine, had been approved by the junta of said department, on the twenty-second day of May, in the year eighteen hundred and forty-one.

A certain other paper writing purporting to be an original expediente of the delivery of juridical possession of the said Rancho El Refugio, to the said Jose Bolcoff, under the said last-mentioned pretended grant, Lyme Rafael Castro acting as alcalde in
which expediente purports to commence at the date of
second, in the year eighteen hundred and forty-two,
cluded on the twenty-sixth day of the month, and year

12 And that on the fifth day of May, in the hundred and forty-two, Francisco Bolcoff and two of the sons of the said Jose Bolcoff, caused

to be filed with the Board of Commissioners for ascertaining and settling private land claims, in the State of California, asking for a confirmation to them of the said Rancho "El Refugio," under the said last-mentioned pretended grant thereof to the said Jose Bolcoff, as grantees of the said Jose Bolcoff, in that behalf, under an alleged grant thereof, purporting to be made to them by the said Jose Bolcoff, and to bear date on the eighth day of October, in the year eighteen hundred and fifty-one, and in aid and furtherance of such petition, did file with said commissioners the said last-mentioned pretended grant to the said Jose Bolcoff, and the said papers purporting to be the expediente of his juridical possession of said lands, including said mutilated and altered papers, and index, as the source and evidence of the title of said petitioners to said lands of their said claim for a confirmation thereof.

That true it is that the said Jose Bolcoff did execute and deliver to the said Francisco and Juan Bolcoff a pretended grant of said lands, as claimed by them in their petition as aforesaid; but your

13 orator shows unto your honors that he is informed, and believes, and therefore avers that the said last-mentioned conveyance was wholly without any valuable consideration; that the same was made only as a part, and in furtherance of the said fraudulent contrivance of the said Jose Bolcoff, to the intent that he might appear as a witness before said committee, and by his false and perjured testimony, sustain the said alleged grant to himself of said lands, and the said forgeries.

And that thereupon and thereafter such proceedings were had by and before the said commissioners, that on or about the thirteenth day of January, in the year eighteen hundred and fifty-five, the said lands were confirmed by said commissioners to the said Francisco and Juan Bolcoff, according to their said petition in that behalf, and under that confirmation, a patent granting the said lands to the said Francisco and Juan Bolcoff, was issued by the United States of America on the fourth day of February, in the year eighteen hundred and sixty. And your orator further shows unto your honors,

that he is informed and believes, and therefore avers, that all the said
14 forged, fabricated, mutilated and altered documents, and paper writings, were presented before the said commissioners in support of said petition of the said Francisco and Juan Bolcoff, as genuine, and as being what they purported on their face to be, and were received and held to be such by the said commissioners, and that they were sustained as such by the false testimony of the said Jose Bolcoff, which was received and taken as true by the said commissioners; and that said decree of confirmation was thereby obtained, and would not otherwise have been made, and that the defendant, Moses A. Meader, having previously received a grant of some portion of the said lands from the said Jose Bolcoff, and with full notice of the said premises hereinbefore set forth, and for his own benefit, caused the said petition to be presented, employed and paid counsel to prosecute the same, procured the attendance of witnesses to sustain the said claim, and afterwards prosecuted the same to the issuance of the said patent as aforesaid.

And your orator further shows unto your honors, that he is informed, and believes, and therefore further avers, that the
15 said mutilations and alterations of the said concession and grant, so made to the said Maria Candida, Maria Jacinta, and Maria de los Angelos, and of the said entry of the same in the said book, called and known as Jimeno's Index; and the said last-mentioned pretended grant and concession of the said Rancho "El Refugio" to the said Jose Bolcoff, and the said pretended confirmation of the same by the said departmental junta, and the said confirmation by the said commissioners, were each and every of them wholly unauthorized by the said Maria Candida, Maria Jacinta, and Maria de los Angelos, or either of them, and that all said frauds were done, practised, perpetrated, and made without the knowledge or consent of them, or either of them, and purposely in attempted fraud of their respective rights, and therefore were, and are, wholly inoperative, null and void, as against them and their assigns.

And your orator further shows unto your honors, that he is informed, and believes, and therefore avers, that the said muti-
16 lations and alterations of the said grant and concessions, so made to the said Maria Candida, Maria Jacinta, and Maria de los Angelos, and of the said entry of the same, in the said book, known as, and called Jemino's Index, and the said last-mentioned pretended grant and concession of the said rancho "El Refugio," to the said Jose Bolcoff, and the said pretended certificate of confirmation of the same, by the said departmental junta, purporting to bear date on the twenty-second day of May, in the year eighteen hundred and forty-one, were each and every of them forged, simulated and fabricated, and not the acts of the persons or officers whose acts they purport to be, or of any authorized person or officer in the respective case; that said pretended grant was never made, nor even confirmed, and that no traces of either of the same ever existed in the archives of said department.

But if it shall appear in evidence to your honors, that any or all of

said last-mentioned acts were done, permitted or performed
17 by any of the proper officers of said Department of Upper California, at the time they respectively bear date, or were in fact made, then your orator shows to your honors that he is informed and believes, and therefore avers, that inasmuch as each and every of said acts were wholly unknown to, and unauthorized by, the said Maria Candida, Maria Jacinta, and Maria de los Angelos, or by any of them, and were respectively in fraud of their, and each of their rights and interest in the premises, and were furthermore made, done and performed, without any petition on the part of the said Jose Balcoff, or any other of the formalities required by the said colonization laws; that the said acts were each and all of them in fraud of the then existing laws of the said department, and beyond the power or authority of such officers, or any of them, to do or perform, and that therefore each and every of said acts were, and are, wholly inoperative, null and void, as against the said Maria Candida, Maria de los Angelos, Maria Jacinta, and their assigns.

18 And your orator shows to your honors that he is informed and believes, and therefore avers, that the said above-named defendants, and each of them, claim some interest in the said Rancho "El Refugio" adverse to the said interest in the same, so claimed and owned by your orator, and are in possession of the said lands so claimed by them respectively; that they respectively claim the same mediately or immediately under conveyances or other assurances thereof, made by the said Jose Bolcoff, Francisco Bolcoff, and Juan Bolcoff, Maria Jacinta, Maria Candida, and Maria De los Angeles, or some of them, both before and after the issuance of the said patent; but your orator is ignorant what portion of said lands the said defendants claim or possess respectively, as aforesaid, or whether they respectively claim the same under direct mesne conveyances or other assurances, or from whom, or what dates such conveyances or other assurances purport to bear, and so cannot state
19 the particulars thereof, or of any of the same.

And your orator further shows unto your honors that he is informed and believes, and therefore avers, that each and every of the said defendants took and acquired his said alleged interest by him claimed in the said lands, as aforesaid charged, with notice of all and singular of the fraudulent acts hereinbefore set forth, and of the rights, interests, and equities of the said Maria Candida, Maria Jacinta, and Maria De los Angeles, their heirs and assigns in the premises, including your orator; and that each and every interest, title, equity, and estate so claimed or possessed by the said defendants, or by any of them, are subject to the right, title, interest, estate, and equity claimed by your orator in the said Rancho El Refugio, as in the bill of complaint set forth.

And your orator further shows unto your honors that he is informed and believes, and therefore avers, that on the thirteenth day
20 of April, in the year eighteen hundred and fifty-two, the said Maria De los Angeles was the wife of one Joseph L. Majors, and had ever continued to be, and then was, the owner of all the

said rights, equities, and interests in the said rancho "El Refugio," which had previously to that time been derived to her, by reason of the aforesaid grant thereof to her and to her said two sisters, and of their said use, occupation, and reduction of the same into cultivation and possession; and that on the day and year last aforesaid the said Joseph L. Majors presented his petition to the said commissioners for ascertaining and settling private land claims in the State of California, asking for a confirmation to him, or to his said wife, in ownership, of a one-third interest in said rancho; but that owing to the said forged and mutilated and altered paper writings being taken and held to be genuine and lawful, and what they respectively on the face purported to be, the said petition of the said Joseph L. Majors in that behalf was rejected by the said commissioners, on the
21 fifteenth day of January, in the year eighteen hundred and fifty-five; and afterwards on the eighteenth day of December, in the year eighteen hundred and fifty-six, an appeal was taken from said decision to the District Court for the northern district of the State of California, and was dismissed; and that afterwards, and not before, and in or about the year eighteen and fifty-eight, the fact that said mutilations, alterations, and other paper writings were unauthorized, illegal, false, fabricated, and forged, first came to the notice and knowlegde of the said Joseph L. Majors, of his said wife, and of their privies in interest or estate. Nor was it known until that time, as it then came for the first time to be known and demonstrable, and as was the fact, that there existed in the State of California a class ingenious and expert persons, learned in the customs, habits, languages, and laws of the said late department of Upper California, and expert in penmanship and in the imitation and fogery of
22 writing and of signatures and rubrics, who devoted themselves to the forgery of pretended expendientes, grants, and other appararent muniments of title to lands in said department, purporting to have been made by late and former officers of the Spanish and Mexican governments, who rightfully exercised that function; and that among the persons thus participating in the perpetration of said frauds were some of such officers who copied such pretended and forged papers, or signed them in their own proper handwriting, long after they had ceased to be such officers, thus giving them an appearance of being genuine; and further, that to this class of frauds belong the said mutilations and alterations, and the said forgeries of the said pretended grant to the said Jose Balcoff, of the said pretended certificate of confirmation of the same, and of the said pretended espediente of juridical possession hereinbefore set forth. Wherefore, although some of the said defendants pretend that the said rejection of the said petition of the said Joseph
23 Majors is conclusive against the said interest so claimed in behalf of the said Maria De los Angeles, and entirely defeated the same, your orator insists that such pretence is wholly unfounded, because the said proceedings never could, if valid and unimpleaded, have any such legal effect; and because the fact of the perpetration of said frauds in the premises were not discovered by the said Joseph

L. Majors, the said Maria De los Angeles, or their privies in interest or estate, until after it was too late to take advantage of the same on said appeal, and that neither they nor your orator are to be concluded or prejudiced in this behalf by that proceeding.

And your orator further shows unto your honors, that the the persons herein named as defendants, under the fictitious names of John Doe, Abraham Doe, Belden Doe, Charles Doe, David Doe, Edward Doe, Francis Doe, George Doe, Henry Doe, Isaac Doe, James Doe, Knickerbocker Doe, Lewis Doe, Martin Doe, Noel Doe, Oliver Doe,
Peter Doe, Quincy Doe, Richard Doe, Susan Doe, Teresa
24 Doe, Undine Doe, Virginia Doe, Wealthy Doe, Zantippe Doe,
Yebra Doe, and Zoe Doe, represent real persons who occupy portions of said Rancho El Refugio, and claim some interest therein, under the said grant so alleged to have been made of the same to the said Jose Balcoff, or under the said patent; but what are respectively the real names of said above last-named defendants, for whom said fictitious names are so inserted, the portions of land so occupied by them, or the nature of the interests so claimed, your orator does not know, nor can he, upon diligent inquiry, ascertain; but prays that when any or all of said last-named defendants are served with process, and their respective names are discovered, they may be inserted as defendants herein by such, their real names.

In tender consideration whereof, for as much as your orator at and by the strict rules of the common law has no adequate remedy, and
is utterly without relief except by the aid and interposition
25 of the equitable jurisdiction of this honorable court.

To the end therefore that the said defendants may, if they can, show cause why your orator should not have the relief herein, and hereby prayed, and may, according to the best and utmost of their several and respective knowledge, remembrance, information and belief, full time, direct and perfect answer, make to the matters set forth in this bill, this complainant hereby waiving the necessity of the answer of such defendants being put in, under the oaths of the said defendants, or the oath of either of them.

May it please your honors to grant to your orator the people's most gracious writ of subpoena to be issued out, of and under the seal of this honorable court, to be directed to the said defendants, commanding them and each of them to appear, and answer this bill of complaint, to decree that the said grant of lands so made to the
said Maria Candida, Maria Jacinta, and Maria de los Angeles,
26 was valid, operative, and still subsisting unrepealed, and of
full force and effect; and entitle them, their heirs and assigns to the ownership of said lands, and to all the assurances thereof.

To decree that the said pretended grant of the said lands to the said Jose Balcoff, purporting to be made by the said political chief, and to bear date on the seventh day of April, in the year eighteen hundred and forty-one, be set aside as forged, fabricated, inoperative, null and void.

To decree that the said mutilations and alterations of the said grant so made to the said Maria Candida, Maria Jacinta, and Maria

de los Angeles, and of the said record thereof, in the said book called and known as "Jimeno's Index," were and are forged, fabricated, inoperative, null and void; and to declare, and forever perpetuate the true and original character and substance of the same, as between the parties hereto.

To decree that your orator has succeeded to, and is vested with, and the owner of all the interest, equity and estate which the
27 said Maria Candida, Maria Jacinta, and Maria de los Angeles had in the said lands, as aforesaid, and is entitled to the ownership of the same as against the said defendants and each of them.

To decree that the said patent, and all interests and estate, in and under the same, are held by the grantees therein, and by the holders of any pretended interests, either mediately or immediately, by any conveyance or assurance derivatively under the same in trust to the extent of the whole interest and estate of the same for the benefit of your orator.

To decree that all interests and estates held, claimed, or possessed by the said defendants, or any of them, derivately as aforesaid, in and to the said lands or any part thereof, are held in trust to the extent of the whole interest and estate of the same for the benefit of your orator.

To decree that the said defendants, and each of them respectively, convey to your orator by sufficient assurances, all the interest, estate or claim, derived or purporting to be derived, to them as afore-
28 said; and that failing the compliance of any of said defendants with the decree of this honorable court in that behalf, such conveyances be executed in the respective case by a commissioner to be appointed by this court in that behalf, in such manner as to effectuate such decree in that respect.

To grant to your orator such further or such other relief as may be agreeable to equity and good conscience, besides his costs of suit, &c.

SHAFTER, GOOLD & DWINELLE,
Solicitors for Complainant.
EDWARD TOMPKINS, *of Counsel.*

Endorsed: Filed Feb. 3, 1865. Geo. C. Gorham, cl'k. By John O. Wheeler, Dep.

29 In the Circuit Court of the United States in and for the northern district of the State of California.

Appearance.

CHARLES E. NORTON, complainant,
vs.
JOSE BOLCOFF, MOSES A. MEADER, JOHN B. Brembury, George Parsons, M. J. Brocklebank, Santa Cruz Petroleum Oil Works Company, George A. Palmer, or Gold Hill SilverMining Company, W. W. Broughton, Samuel Adams, A. B. Hecox, Albion P. Jordan, Isaac E. Lewis, R. F. Peckham, Robert F. Peckham, William F. Cooper, Hamilton Swarthout, Ma. A. de Cadiz, Thomas Courtis, John Wilson, Richard H. Sinton, Alfred Baldwin, William Burton, Joaquin Majors, Charles A. Wilson, William Dunlap, Frederick A. Hilm, G. B. Jarvis, John Doe, Abraham Doe, Beldin Doe, Charles Doe, David Doe, Edward Doe, Francis Doe, George Doe, Henry Doe, Isaac Doe, James Doe, Knickerbocker Doe, Lewis Doe, Martin
30 Doe, Noel Doe, Oliver Doe, Peter Doe, Quincy Doe, Rachel Doe, Susan Doe, Thereso Doe, Undine Doe, Virginia Doe, Weathy Doe, Antipp Doe, Yelnah Doe, and Bella Doe, George Pace, and the heirs of of Eli Moore, deceased, consisting of Alexander Moore, Thomas M. Moore, William A. Moore, Emeline Berse, wife of J. M. Berse, J. N. Berse, in right of his said wife, Elizabeth Moore, widow of Eli Moore, Jantha Vestal, Rachel Vestal, and Elizabeth Moore, daughter of Eli Moore, deceased, defendants. } In Equity.

The defendants Jose Bolcoff, Moses A. Meader, Samuel Adams, Anna A. Hecox, who is sued as A. B. Hecox, Albion P. Jordan, who is sued as Albin P. Jordan, Isaac E. Lewis, Robert F. Peckam, Wm. F. Cooper, Hamilton Swarthout, Alfred Baldwin, William Dunlap, Frederick A. Hilm, G. B. Jarvis, Henry Ryan, who is sued as John Doe, Harvey Swarthout, who is sued as Abraham Doe, George Pace, and the heirs of Eli Moore, deceased, consisting of Alexander Moore, Thomas H. Moore, William H.
31 Moore, Emeline Bessi, wife of J. N. Bessi, who is sued as Emeline Berse, wife of J. N. Berse, J. N. Bessi, in right of his wife, who is sued as J. N. Berse, in right of his wife, Elizabeth

Moore, widow of Eli Moore, Jantha Vestal, Rachel Vestal and Elizabeth Moore, daughter of Eli Moore, by R. F. Peckam of San Jose, their solicitor, come and appear in the above-entitled action, and the clerk of the court is hereby instructed to enter their appearance in the proper order book.

San Francisco, December 4, A. D. 1865.

R. F. PECKAM,
Solicitor for said Defendants.

Endorsed: Filed December 4, 1865. Geo. C. Gorham, clerk. By Sullivan, dep'y.

32

33 U. S. Circuit Court, northern district of California.

Stipulation.

CHARLES E. NORTON
vs.
JOSE BOLCOFF *et al.*

It is hereby stipulated that a rule be entered [be entered] by the clerk of court, as a rule of court, to the effect that the answers of such of the defendants as may appear by R. F. Peckham, esq., be taken without the proper signatures of said defendants, the same being signed by the said solicitor, R. F. Peckham, in their behalf.

Nov. 27. 1865.

SHAFTER, GOOLD & DWINELLE,
Solicitors for Complainant.

Endorsed: Filed Dec. 4, 1865. Geo. C. Graham, clerk. By Dan'l T. Sullivan, dep'y.

34

35 Circuit Court United States, tenth circuit, in and for the northern district of California.—In equity.

Subpœna.

UNITED STATES OF AMERICA:

The President of the United States, greeting:

To Jose Bolcoff, Moses A. Meader, John B. Brumberg, George Parsons, M. T. Brocklebank, Santa Cruz Petroleum Oil Works Company, George H. Palmer, or Gold Hill Silver Mining Company, W. W. Broughton, Samuel Adams, A. B. Hecox, Albion Jordan, Isaac E. Davis, R. F. Ryan, Henry Rice, Robert F. Peckham, Wm. F. Cooper, Hamilton Swarthout, Md. A. de Cadiz, Thomas Courtes, John Wilson, Richard H. Sinton, Alfred Baldwin, William Burton, Joaquin Majors, Charles H. Wilson, Wm. Dunlap, Frederick A. Hilm, G. B. Jarvis, John Doe, Abraham Doe, Belden Doe, Charles Doe,

David Doe, Francis Doe, Edward Doe, George Doe, Henry Doe, Isaac James Doe, Knickerboker Doe, Lewis Doe, Martin Doe, Noel Doe, Oliver Doe, Peter Doe, Quincy Doe, Rachael Doe, Susan Doe, Theresa Doe, Undine Doe, Virgina Doe, Wealthy Doe, Xantippe Doe, Yelra Doe, and Zoe Doe, George Pace, and the heirs of Eli Moore, deceased, consisting of Alexander Moore, Thomas W. Moore,
36 William H. Moore, Emeline Berse, wife of J. N. Berse, J. N. Berse in right of his said wife, Elizabeth Moore, widow of Eli Moore, deceased, Janthe Vestal, Rachel Vestal, and Elizabeth Moore, daughter of Eli Moore, deceased.

You are hereby commanded, as before you were, that you be and appear in said Circuit Court of the United States aforesaid, at the court room, in San Francisco, on the first Monday of October, in the year eighteen hundred and sixty-five, to answer a bill of complaint exhibited against you in said court by Charles E. Norton, who is a citizen of Massachusetts, and to do and receive what the said court shall have considered in that behalf, and this you are not to omit under the penalty of five thousand dollars.

Witness the Honorable Salmon P. Chase, Chief Justice of the Supreme Court of the United States of America, this twelfth day of October, in the year of our Lord one thousand eight hundred and sixty-five, and of our indpendence the ninetieth.

[SEAL.] GEORGE C. GORHAM, *Clerk.*

37 [Int. rev. stamp 50 c. canc'd.]

Memorandum pursuant to Rule 12, *Supreme Court, U. S.*

You are hereby required to enter your appearance in the above suit on or before the first Monday of December next, at the clerk's office of said court, pursuant to said bill, otherwise the said bill will be taken pro confesso.

SHAFTER, GOOLD & DWINELLE,
12 *Montgomery Block, San Francisco, Complainants Solicitor.*

Endorsed: U. S. marshal's office, northern district of California.

I do hereby certify that I received the within subpœna on the [the] 13th day of October, 1865; and on the 19th day of October, 1865, personally served the same on the said Elizabeth Moore,
38 widow of Eli Moore, Rachel Vestal, Elizabeth Bender, daughter of Eli Moore as Elizabeth Moore, George Pace, Hamilton Swarthout, A. H. Hecox as John Doe, Thomas Butler as Abraham Doe, George Caldwell as Belden Doe, David Caldwell as Charles Doe, Andrew Craig as David Doe, Wm. F. Jenkins as Edmund Doe, R. E. Merrel as Frances Doe, R. K. Vestal as Geo. Doe, E. Bender as Henry Doe, Jos. Joaquin R. Majors as Joaquin Majors, George M. Jarvis as G. B. Jarvis, Charles Littler, as Isaac Doe, E. A. G. Conrad Settle as James Doe, Ernest Tittler as Knickenbacker Doe.

And on the 25th October personally served the same on August

Jittle as Rachel Doe, Mary Burmberg as Susan Doe, Clara Bacham as Therea Doe, Thomas Courtis, Thomas Courtes, Henry Rice, W. F. Cooper.

19 October.—A. A. Hicox as A. B. Hicox, Jose Bolcoff, W. H. Moore, Wm. Dunlap, George Parsons, Moses A. Meader, W. W. Broughton, Alfred R. Baldwin, Frederick A. Hilm, Janthe Vestal, R. F. Peckham, John Willson, R. H. Sinton, George Pace, Hamilton Swarthout.

And on the 26th October, personally served the same on R.
39 T. Ryan, F. G. E. Tettel as Martin Doe, R. Wegener as S. C. Petrol. Oil Works Co.

And on the 27th of October, 1865, served personally the same on Asa Hull, agent of S. Adams.

And on the 16th day of November, 1865, personally served the same on Alexander Moore, Thos. W. Moore, John N. Bessee, and his wife, Emeline Bessee, R. H. Sinton, Md. Ode Cadez, W. T. Brocklebank, named therein at the county of Santa Cruz, in the State of California, northern district, by leaving them respectively, and delivering to each of them a certified copy thereof.

San Francisco, 20 Novemb. 1865.

CHARLES W. RANCH,
U. S. Marshal.

By GEO. F. WORTH, *Deputy*.

Filed May 12, 1866.

G. C. GORHAM, *Clerk*.
By S. NEAL, *D. C.*

40
41 In the Circuit Court of the United States in and for the northern district of California.—In equity.

CHARLES E. NORTON, claimant,
against
JOSEPH BOLCOFF, MOSES A. MEADER, JOHN B. Burnburg, George Parsons, M. T. Brocklebank, Santa Cruz Petroleum Oil Works Co., George H. Palmer, or Gold Hill Silver Mining Company, W. W. Braughton, Samuel Adams, A. B. Hecox, Albron P. Jordan, Isaac E. Davis, R. F. Ryan, Henry Rice, Robert F. Peckham, or William F. Cooper, Hamilton Swarthout, Md. Ade Cadez, Thomas Courtis, John Wilson, Rich'd H. Sinton, Alfred Baldwin, Wm. Burton, Joacquin Majors, Charles H. Wilson, Wm. Dunlap, Frederick A. Hilm, G. B. Jarvis, John Doe, Abraham Doe, Charles Doe, David Doe, Edward Doe, Francis Doe, George Doe, Henry Doe, Isaac Doe, James Doe, Knickerbocker Doe, Lerois Doe, Martin Doe, Noel Doe, Oliver Doe, Peter Doe, Quincy Doe,

42 Rachel Doe, Susan Doe, Theresa Doe, Undine Doe, Virginia Doe, Wealthy Doe, Xantippe Doe, Yelva Doe, and Zae Doe, George Pace, and the heirs heirs of Eli Moore, deceased, consisting of Alexander Moore, Thomas W. Moore, William H. Moore, Emeline Berse, wife of J. N. Berse, in right of his said wife, Elizabeth Moore, widow of Eli Moore, deceased, Janthe Vestal, Rachel Vestal, and Elizabeth Moore, daughter of Eli Moore, deceased, defendants.

To the judges of the Circuit Court of the United States of America for the northern district of California:

The answer of Jose Balcoff, Moses A. Meader, Samuel Adams, Albion P. Jordan, Isaac E. Davis, Robert F. Peckham, Adna A. Hecox, Henry Ryan, Harvey Sworthout, George Pace, Alexander Moore, Thomas W. Moore, William H. Moore, Emeline Besse, wife of J. N. Besse, Janthe Vestal, Rachel Vestal, Elizabeth Moore, widow, and Elizabeth Moore, daughter of Eli Moore, to the bill of complaint of Charles E. Norton, complainant.

43 The said defendants, Jose Bolcoff, Moses A. Meader, Samuel Adams, Albion P. Jordan, Isaac E. Davis, Robert F. Peckham, Adna A. Hecox, Henry Ryan, Harvey Swarthout, George Pace, Alexander Moore, Thomas W. Moore, William H. Moore, Emeline Besse, wife of J. N. Besse, Janthe Vestal, Rachel Vestal, Elizabeth Moore, widow, and Elizabeth Moore, daughter of Eli Moore, reserving to themselves, and each of themselves, all exceptions that might be taken by every of exception, plea, or demurrer to the complainant's bill of complaint, making answer thereto, aver and show unto your honors, that true it is, that the complainant, Charles E. Norton, is not a citizen of the State of California, but a citizen of the State of Massachusetts, and that your defendants, Jose Balcoff, Moses A. Meader, Samuel Adams, Albion P. Jordon, Isaac E. Davis, Robert F. Peckham, Adna A. Hecox, Henry Ryan, Harvey Swarthout, Alexander Moore, Thomas W. Moore, Wm. H. Moore, Emeline Besse, Iantha Vestel, Rachel Vestal, Elizabeth Moore, widow, and Elizabeth Moore, daughter of Eli Moore, are citizens and residents of the State of California.

44 And your defendants further show unto your honors that true it is that on the thirteenth day of February, in the year eighteen hundred and thirty-nine, Maria Candida Castro, Maria Jacinta Castro, and Maria de los Angelos Castro, natives and residents of the territory or department of Upper California, and orphan children of one Joaquin Castro, their father, then lately deceased, presented their joint petition in writing at the city of Monterey, in said department, bearing date the day and year last aforesaid, addressed and delivered to the then political chief of the

said department, who was Juan B. Alvarado, asking him, according to the Mexican laws of colonization, then and there in force, to concert and grant to them a certain tract of land, then and now known and particularly described as the Rancho el Refugio, which said lands were situated in said department of Upper California, and are now wholly situated within the county of Santa Cruz, and in the said northern district of California, and is of the value of thousand dollars and upwards.

45 And your defendants further show unto your honors that on the sixteenth day of March, in the year eighteen hundred and thirty-nine, an order was made by the said Juan B Alvarado as governor and political chief of the department of Upper California, that the said Maria Candida Castro, Maria Jacinta Castro, and Maria de los Angles Castro, might occupy the land petitioned for provisionally, subject to the further order of the government in the premises.

And your defendants further show unto your honors that no further proceedings were ever had on said petition by said governor and political chief, until the eighth day of April, in the year eighteen hundred and thirty-nine, when the said governor signed an order usually called a decree of concession, in which he declared the said Maria Candida Castro, Maria Jacinta Castro, and Maria de los Angelos Castro, the owners in fee of the said land called Rancho Refugio, under the conditions to be expressed in the title deeds, and commanding his subordinate officers to let the corresponding

46 patent be issued, and to record it in the proper book, and to let those proceedings be reserved for the knowledge of the departmental junta, and for their approval of the same. But your defendants are informed and believe, and upon such information and belief, aver and show to the court that no letters patent or title papers ever were made out or voucher signed by the said governor or any other governor or political chief of the department of California, or were ever delivered to the said Maria Candida Castro, Maria Jacinta Castro, and Maria de los Angelos Castro, or either of them, or to any other person for them; and that the said governor never did grant or concede said land or any part thereof to the said Maria Candida Castro, Maria Jacinta Castro, and Maria de los Angelos Castro, or either of them as averred and stated in plaintiffs' bill of complaint, and that no such grant or concession was ever approved by the departmental junta of the said department of Upper California; and that no copy of any such grant or concession was ever issued to the said Maria Candida Castro, Maria Jacinta Castro, and

47 Maria de los Angelos Castro, or either of them; or that such a grant was ever entered in the book called Tomeo de Bazon, or in the book called Jimeno's Index; and that no second of any such grant is to be found in the archives or other papers on file in the office of the Surveyor General of the United States for the State of California.

Your defendants further show unto your honors that the book mentioned in the bill of complaint called Tomeo de Bazon was not an official book, and the entries therein are not and never were mun-

iments of title, but the same was and is composed of mere notes as memoranda of the proceedings of the former government of California, in reference to the granting of lands, and that the book called Jimino's Index is a mere index of the espedientes in the former Mexican archives in California, and is unreliable and incorrect in many particulars, and was made and used only as a reference to the espedientes and records on file among said Mexican archives.

Your defendants further show unto your honors that said
48 petition for said land was prepared and signed by and at the request and instance of the said Maria Candida Castro, who presented said petition to the governor in her own proper person, and that all the proceedings had upon said petition, were had, made, and done at the instance and request of the said Maria Candida Castro; that the said Maria Candida Castro was at the time of presenting said petition, and for more than fifteen years before then had been, and until her death, in the year eighteen hundred and sixty-two, continued to be the wife of the said defendant Jose Bolcoff.

And your defendants further show unto your honors that said decree of concession so made by the said governor Juan B. Alvarado, on the eighth day of April, in the year eighteen hundred and thirty-nine, which was not a grant and was not intended as a grant for said land, but as an order to have such a grant made out, executed and issued, was on the twenty-first day of May, in the year eighteen hundred and forty, reported to the said departmental junta of, the
49 said department of Upper California. But as to what action, if any, was ever taken by said departmental junta, of and concerning the same your defendants are ignorant; but they are informed and believe, and upon such information and belief, state and show unto your honors that the same never was approved by the said departmental junta at any time whatsoever.

And your defendants further show unto your honors that a reference to said decree of concession was entered in said book called Toma de Bazon, and in the book called Jimeno's Index; which entries are the same pretended entries of record in the book Toma de Bazon and in the book called Jimeno's Index set out in plaintiff's bill of complaint.

Your defendants further show unto your honors that they are informed and believe, and upon such information and belief, show unto your honors that no copy of said act of concession, or of such entry in the book called Toma de Bazon, or of such entry in the book known as Jimeno's Index, was ever delivered to the said Maria Candida Castro, Maria Jacinto Castro, or Maria de los Angelos Castro, or to either of them, or to any other person for them, or either
50 of them, and that no act was ever done passing the title in said land, or intending to pass the title in said land to the said Maria Candida Castro, Maria Jacinto Castro, and Maria de los Angelos Castro, or either of them.

And your defendants further show unto your honors that after the said sixteenth day of February, in the year eighteen hundred and thirty-nine, the said Maria Candida Castro and her husband, Jose Bolcoff, with Maria Jacinto Castro and Maria de los Angelos Castro,

who were then unmarried, as members of the family of the said Bolcoff, with whom they resided, did, under said order of Governor Alvarado, so made on the sixteenth day of February, in the year eighteen hundred and thirty-nine, that they, the said Maria Candida Castro, Maria Jacinto Castro, and Maria de los Angelos Castro, might occupy the land petitioned for provisionally, subject to the further order of the govern[ern]ment in the premises, and not under any grant or concession to them of the land, as stated in plaintiff's bill of complaint, entered upon the said lands with their horses and cattle, which subsisted, grazed, and multiplied upon the same; that no house
51 was ever built upon said land by the said Maria Candida Castro, Maria Jacinto Castro, and Maria de los Angelos Castro, or by either of them, but that some time about the month of April, in the year eighteen hundred and thirty-nine, the said defendant, Jose Bolcoff, built a house on said land, and held in it, and occupied it with his family, until the year eighteen hundred and fifty-five; that the said Maria Jacinto Castro, who was never married, continued to be a member of the family of the said Jose Bolcoff, and to reside with him on said land, until about the year eighteen hundred and fifty, when she took upon herself the order of the Sisters of Mercy in the Roman Catholic Church, and left the family of the said Jose Bolcoff, and has never since been upon said lands; that the said Maria de los Angelos Castro continued to remain a member of the family of the said Jose Bolcoff and to reside with him upon said land until the latter part of the year eighteen hundred and thirty-nine, when she intermarried with Jose Crisastimo Majors, alias Joseph D. Majors, when she left the family of the said Jose Bolcoff, and has never resided on said land, and that the house built on said land is the
52 same house alleged in the complainant's bill of complaint to have been built by the said Maria Candida Castro, Maria Jacinto Castro, and Maria de los Angelos Castro.

And your defendants deny the said Jose Bolcoff upon his own knowledge, and your other defendants upon their information and belief, that the said Jose Bolcoff ever contrived to cheat or defraud the said Maria Candida Castro, Maria Jacinto Castro, and Maria de los Angelos Castro, or either of them of said lands, or of any of their rights, equities, or interests therein; or that he ever, for that purpose, combined or confederated with any person whatsoever at any time whatsoever; or that he ever caused the said decree of concession or any grant or pretended grant made to the said Maria Candida, Maria Jacinto, and Maria de los Angelos, or either of them, to be multilated or altered by erasing therefrom the name of the said Maria de los Angelos Castro, and inserting the name of himself, the said Jose Bolcoff, in any manner or form whatsoever; or that he ever caused said decree of concession, or any such grant or pretended grant, to be mutilated or altered in any respect, or in any
53 manner or form whatsoever; or that he ever caused any portion of the book called Jimeno's Index to be mutilated or altered by erasing therefrom the names of the said Maria Candida, Maria Jacinto, and Maria de los Angelos Castro, and inserting instead

thereof the name of himself, the said Jose Bolcoff, in any manner or form whatsoever; or that he ever caused any portion of the book called Jimeno's Index to be mutilated or altered in any manner, respect or form whatsoever.

And your defendants deny that the paper-writing, described in the complainant's bill of complaint, purporting to bear date on the seventh day of April, in the year eighteen hundred and forty-one, to be executed by Juan B. Alvarado, political chief of the department of Upper California, and to convey to the said Jose Bolcoff, upon a petition by him therefor made on that behalf the said Rancho el Refugo, was forged or fabricated; but they aver the said paper-writing was genuine, and was signed by the said Juan B. Alvarado, as governor and political chief of the department of [of] California, and
54 by Manuel Jimeno, who was at that time the secretary of the government of said department at the time the same bears date, to wit, on the seventh day of April, in the year eighteen hundred and forty-one.

And your defendants deny that the paper-writing described in complainant's bill of complaint, purporting to be an original document issued under the hands of Juan B. Alvarado, the then political chief, and of Manuel Jimeno, the then secretary of the said department, and to bear date on the twenty-eighth day of July, in the year eighteen hundred and forty-one, and to certify that a concession of the said Rancho el Refugio to said Jose Bolcoff made by the government of said department, on the eighth day of April, in the year eighteen hundred and thirty-nine, had been approved by the junta of said department, on the twenty-second day of May, in the year eighteen hundred and forty-one, was forged or fabricated; but on the contrary they aver that said paper-writing was genuine, and was signed by the said Juan B. Alvarado as governor and political chief, and by Manuel Jimeno as secretary of the government of the said department of Upper California, at the time that the same
55 bears date, to wit, on the twenty-eighth day of July, in the year eighteen hundred and forty-one.

And your defendants further deny that the certain other paper-writing described in complainant's bill of complaint, purporting to be an original espediente of the delivery of the juridical possession of the said Rancho el Refugio to the said Bolcoff, under the said last-mentioned grant, by one Rafael Castro, acting as alcalde in that behalf, and which espediente purports to commence at the date of July twenty-second, in the year eighteen hundred and forty-two, and to be concluded on the twenty-sixth day of the month, and year last aforesaid, was forged or fabricated; but, on the contrary they aver and show to the court that said paper writing was genuine, and that each and every entry therein was signed by Rafael Castro as alcalde, which office he, the said Rafael Castro, then held, and by Juan Jose Felix and Ramon Rodriguez, as assisting witnesses, at the times they each purport to bear date.

56 And your defendants further aver and show unto your honors that, on the fifteenth day of November, in the year

eighteen hundred and thirty-three, the said defendant, Jose Bolcoff, signed and presented to Jose Figueroa, who was then the governor and political chief of the department of Upper California, a petition for a grant to him, the said Jose Bolcoff, of a certain other tract of land in the now county of Santa Cruz, then and now called Rancho San Augustin, and that such proceedings were afterwards had on said petition, that an order was made and signed by the said governor, Jose Fugueroa, on the twenty-second day of November, in the year eighteen hundred and thirty-three, declaring the said Jose Bolcoff the owner of the said Rancho San Augustin, and ordering and directing a grant to be issued to the said Jose Bolcoff for the same; and that afterwards, to wit, on the twenty-third day of the month of November, in the year eighteen hundred and thirty-three, letters patent were executed by the said governor and Augustin V. Zamarino, the secretary of the government of the department of Upper California, and delivered to the said Jose Bolcoff, granting
57 and conceding to the said Jose Bolcoff in fee simple the said tract of land called Rancho San Augustin, and which grant or concession to the said Jose Bolcoff, was approved by the departmental junta of the department of Upper California, on the tenth day of May, in the year eighteen hundred and thirty-four. That under said grant and concession the said Jose Bolcoff became the owner of said Rancho San Augustine, and entered into the possession of the same, and erected a dwelling house, corrals, and fences, and other improvements thereon, and continued to be the owner of the same until after the agreement between the said Jose Balcoff, Maria Candido Castro, Maria Jacinto Castro, Maria de los Angelos Castro, and Jose Crisastimo Majors, Alino Joseph L. Majors, hereinafter stated. That afterwards, to wit, in the year eighteen hundred and thirty-nine, but at what precise time in said year your defendants are unable to state, and after the intermarriage between the said Maria de los Angelos Castro and the said Joseph L. Majors, the said Maria de los Angelos Castro and the said Joseph L. Majors preferring the ownership of the said Rancho San Augustin to the ownership of one-third interest in the said Rancho el Refugio, an agreement
58 was then and there entered into by and between the said Jose Bolcoff, Maria de los Angelos Castro, and Joseph L. Majors, that they, the said Maria de los Angelos, would relinquish to the said Jose Bolcoff all their and each of their right, title, and interest in and to said Rancho el Refugio, and that he, the said Jose Bolcoff, might apply for and obtain from the governor and political chief of the department of Upper California a grant to him for the said Rancho el Refugio; and that he, the said Jose Bolcoff, in exchange therefor, would relinquish to the said Joseph L. Majors all his right, title, and interest in and to said Rancho San Augustin, and that he, the said Joseph L. Majors, might apply for and obtain from the governor and political chief of the department of Upper California a grant to him, the said Joseph L. Majors, for the said Rancho San Augustin, and that he, the said Jose Bolcoff, would sell to the said Joseph L. Majors the dwelling house, corrals, fences, and other im-

provements on said Rancho San Augustin, for a certain sum of money, to wit, the sum of four hundred dollars, which sum the said Joseph L. Majors then and there agreed to pay to the said
59 Jose Bolcoff for the said dwelling house, corrals, fences, and other improvements on said Rancho San Augustin, and that the said Maria de los Angelos Castro and Joseph L. Majors did then and there relinquish unto the said Jose Balcoff all their and each of their right, title, and interest in and to said Rancho el Refugio; and the said Jose Bolcoff then and there relinquished unto the said Joseph L. Majors all his, the said Joseph Balcoff's, right, title, and interest in and to said Rancho San Augustin. And afterwards, in the year eghteen hundred and thirty-nine, but on what particular day or month your defendants are unable to state, the said Joseph L. Majors paid to the said Joseph Bolcoff, for the said dwelling house, corrals, fences, and other improvements on said Rancho San Augustin, partly in money and partly in merchandise, the said sum, to wit, the sum of four hundred dollars.

And your defendants further show unto your honors that immediately after the said agreement and relinquishments, in the year eighteen hundred and thirty-nine, the said Maria de los Angelos Castro and Joseph D. Majors removed from the said Rancho
60 el Refugio unto the said Rancho San Augustin, and the said Joseph L. Majors entered into the possession of said Rancho San Augustin, as the owner thereof, and continued to occupy, possess, and enjoy the same, as the owner thereof, until the year eighteen hundred and fifty, when he sold, conveyed, and disposed of the same as hereinafter stated; and at the same time that the said Maria de los Angelos Castro and Joseph L. Majors removed from said Rancho el Refugio, to wit, in the year eighteen hundred and thirty-nine, the said Jose Balcoff remained on the said Rancho el Refugio, and then and there took exclusive possession and occupation of the same, as the exclusive owner thereof, in his own right, and continued to occupy, possess, and enjoy the same, as the owner thereof, in good faith and with the knowledge of the said Maria de los Angelos Castro and Joseph L. Majors for more than ten years thereafter, to wit, until the year eighteen hundred and fifty; and that during all that time the said Maria de los Angelos Castro and Joseph L. Majors resided on the said Rancho San Augustin, in the now county of Santa Cruz.

61 And your defendants further show unto your honors that on the seventh day of April, in the year eighteen hundred and forty-one, the said Maria Candido Castro, in pursuance of the aforesaid agreement, that he, the said Jose Bolcoff, might apply for and obtain from the Governor and Political Chief of the Department of Upper California, a grant to him for the said Rancho el Refugio, went in her own proper person before Juan B. Alvarado, who was then Governor and Political Chief of the Department of Upper California, and stated to him the foregoing agreement and relinquishments, when the said Juan B. Alvarado, at her request, then and there, signed with his own proper hand, and caused to be signed by

Manuel Jimeno, who was then secretary of the government of said department, and to be then and there issued and delivered to the said Jose Bolcoff, letters patent by which he, the said Governor and Political Chief, granted unto the said Jose Bolcoff, the said Rancho called el Refugio, bounded by the Rancho of the citizen Gil Sanchez and the mission of Santa Cruz, and declaring it to be the property of the said Jose Bolcoff, and which letters patent are the same
61 paper writing, purporting to bear date on the seventh day of April, in the year eighteen hundred and forty-one, to be executed by Juan B. Alvarado, and to convey to the said Jose Bolcoff, the said Rancho el Refugio, charged to be forged and fabricated in complainant's bill of complaint.

And your defendants further show unto your honors, that at the time of the execution and delivery of said letters patent to the said Jose Bolcoff, the said Manuel Jimeno, with his own proper hand, and as secretary of the government of the department of Upper California, erased from the aforesaid decree of concession so made by Governor Juan B. Alvarado in favor of Maria Candida Castro, Maria Jacinto Castro, and Maria de Los Angelos Castro, the name of the said Maria de Los Angelos Castro, and substituted in place thereof the name of Jose Balcoff, and which is the alteration charged in complainant's bill of complaint to be a mutilation and alteration, and to have been caused to be made by the said Jose Bolcoff, in an alleged concession or grant to the said Maria Candida Castro,
63 Maria Jacinta Castro, and Maria de Los Angelos Castro, as shown in paper marked Exhibit "A" in complainant's bill of complaint.

And your defendants further show that said erasure and substitution was not made at the instance or suggestion of either the said Jose Bolcoff, or the said Maria Candida Castro, but was made by the said Manuel Jimeno, of his own volition, and as his official act as secretary of the government of said department.

And your defendants further show unto your honors that the said Manuel Jimeno, then and there, with his own proper hand, endorsed upon said decree of concession and accompanying papers, the words "Espediente pramavido por Don Jose Bolcoff, en pretencion de trio conacido con el nombre del Refugio," which being translated into the English language, is "Proceedings at the instance of Don Jose Bolcoff, who claims the land known by the name of De Refugio," and then and there kept the same in his office as record evidence that a grant for said land had been ordered to be issued to the said Jose Bolcoff.

64 And your defendants further show unto your honors that at the same time that he, the said Manuel Jimeno, made the alteration in the said decree of concession, he also, with his own proper hand, and as secretary of the government of the department of Upper California, erased from the book called Jimeno's Index, which book was not a record of grants or concessions, but was a mere reference memoranda or index kept by the said Manuel Jimeno, to the several espedientes and records on file in his office,

the names of Maria, Candida Castro, Maria Jacinta Castro, and Maria de los Angelos Castro, and substituted instead thereof the name of Jose Bolcoff, and which is the same alteration charged in complainant's bill of complaint to be a mutilation and alteration, and to have been caused to be made by the said Jose Bolcoff in the book called Jimeno's Index, as shown in paper marked "Exhibit B," in complainant's bill of complaint.

And your defendants further show unto your honors that said erasure and substitution was not made at the instance of either the said Bolcoff or the said Maria Candida Castro, but was made
65 by the said Manuel Jimeno, of his own volition, and for his own convenience, and as his own official act as secretary of the government of said department.

And your defendants further show unto your honors that afterwards, and before the twenty-second day of May, in the year eighteen hundred and forty-one, the said grant for the said Rancho el Refugio, so made to the said Jose Bolcoff, was by the said Governor Juan B. Alvarado, reported to the departmental junto of the department of Upper California; and the same was by the said departmental junta, referred to the committee on agriculture, and the said committee, with a full knowledge of all the acts of the governor and secretary in the premises, and of the said act or decree of concession made on the eighth day of April, in the year eighteen hundred and thirty-nine, and of the alteration therein by the said Manuel Jimeno, and of the said grant to the said Jose Bolcoff, recommended to the said departmental junta to approve the concession made by the depart-
mental Governor, under date of the eighth day of April, in
66 in the year eighteen and thirty-nine, of the land called el Refugio, in the person of Jose Bolcoff; and that on the twenty-second day of May, in the year eighteen hundred and forty-one, the said departmental junta, in their legislative capacity, adopted and approved the recommendation of said committee, and approved the decree of concession made by the departmental governor, under date of the eighth day of April, in the year eighteen hundred and thirty-nine, of the land called Refugio, in the person of Jose Bolcoff, and afterwards, to wit, on the twenty-eighth day of July, in the year eighteen hundred and forty-one, the said Juan B. Alvarado, as governor and political chief of said department, which office he still continued to hold, and the said Manuel Jimeno, as the secretary of the government of said department, which office he still continued to hold, caused to be drawn up and then signed with their own proper hands, and delivered to the said Jose Bolcoff, a certificate that the departmental junta had, on the twenty-second day of May, in the year eighteen hundred and forty-one, approved the
decree of concession made by the governor of the depart-
67 ment, under date of the eighth day of April, in the year eighteen hundred and thirty-nine, of the land called el Refugio, in the person of Jose Bolcoff, which certificate is the same paper writing, purporting to be an original document issued under the hands of Juan B. Alvarado, the then political chief, and of

Manuel Jimeno, the then secretary of said department, to bear date on the twenty-eighth day of July, in the year eighteen hundred and forty-one, and to certify that a concession of the said Rancho el Refugio to said Jose Bolcoff, made by the governor of said department, on the eighth day of April, in the year eighteen hundred and thirty-nine, had been approved by the junta of said department on the twenty-second day of May, in the year eighteen hundred and forty-one, charged by the complainant in his bill of complaint, to have been forged and fabricated, and to have been caused to have been forged and fabricated by the said Jose Bolcoff.

And your defendants further show unto your honors that it is not true as averred in complainant's bill of complaint, that no
68 traces of said grant to the said Jose Bolcoff, and of said approval to him by the departmental junta, ever existed in the archives of said department, but they aver the fact to be that said grant was recorded at the time the same was issued, and as they are informed and believe the record of said grant has been lost, as well as records of the departmental junta for the year eighteen hundred and forty-one.

And your defendants further show unto your honors that on the twenty-second day of July, in the year eighteen hundred and forty-two, the said Jose Bolcoff signed and presented to Rafael Castro, who was then the acting judge in the jurisdiction in which the Rancho el Refugio was situated, a petition, setting forth that he had obtained a grant of the said Rancho Refugio, and praying that he might be placed in the judicial possession of the same; and that afterwards, to wit, on the twenty-fifth day of July, in the year eighteen hundred and forty-two, the said Rafael Castro, as such judge, proceeded to the giving of such possession, and appointed Ramon Rodriquez
69 and Juan Jose Feliz, measurers and assisting witnesses for that purpose, which offices were then and there accepted by the said Ramon Rodriquez and Juan Jose Feliz; and afterwards, to wit, on the twenty-sixth day of the same month and year, the said judge, Rafael Castro, with the said measurers and assisting witnesses, proceeded and measured said land, and fixed the land marks and boundaries thereof, and gave to the said Jose Bolcoff juridical possession thereof, and a record of their proceedings was then and there drawn up and signed by the said judge, Rafael Castro, and assisting witnesses, Ramon Rodriquez and Juan Jose Feliz, and delivered to the said Jose Bolocff, which record is the same paper writing purporting to be an original espediente of the delivery of the juridical possession of the said Rancho el Refugio to the said Jose Bolcoff by Rafael Castro, acting as alcalde in that behalf, and charged by the complainant in his bill of complaint, to have been forged and fabricated, and to have been caused to have been forged and fabricated by the said Jose Bolcoff.

70 And your defendants further show unto your honors, that on the twenty-second day of March, in the year eighteen hundred and forty-one, the said Joseph L. Majors, by the name of Jose Crisostamo Majors, in pursuance of said agreement between the said

Jose Bolcoff, Maria Candida Castro, Maria Jacinto Castro, Maria de los Angelos Castro, and Joseph L. Majors, that they, the said Maria Candida Castro, Maria Jacinto Castro, and Maria de los Angelos Castro would relinquish to the said Bolcoff all their and each of their right, title, and interest in and to the said Rancho el Refugio, and that he, the said Jose Bolcoff, in exchange therefor, would relinquish to the said Joseph L. Majors all his right, title, and interest in and to the said rancho Augustin; and that he, the said Joseph L. Majors, might apply and obtain from the governor and political chief of the department of Upper California a grant to him, the said Joseph L. Majors, for the said rancho San Augustin, present to Juan R. Alvarado, who who was then the governor and political chief of said department of Upper California, a petition, praying for a grant to him, the
71 said Joseph L. Majors, of the said tract of land, called rancho San Augustin; and such proceedings were afterwards had on said petition, that on the twenty-third day of November, in the year eighteen hundred and forty-three, the said governor executed and delivered to the said Joseph L. Majors a grant for the said rancho San Augustine, declaring him, by the name of Jose Crisostomo Majors, to be the owner thereof; and the said Joseph L. Majors continued, from thenceforth, to be the owner of the same, and to occupy, possess, and enjoy the same, as such owner, until the year eighteen hundred and fifty, but at what precise date your defendants are unable to state, when the said Joseph L. Majors sold, conveyed, and disposed of said rancho San Augustin, and he and his said wife, Maria de los Angelos Castro, entered upon, and intruded into, a portion of said Rancho el Refugio, and placed their cattle, horses, and servants thereon, and gave out and pretended, and still give out and pretend, that the said Maria de los Angelos Castro was the owner of one-third part of said Rancho Refugio, under a grant from the said Governor Juan R. Alvarado, to the said Maria Candida Castro, Maria
72 Jacinto Castro, and the said Maria de los Angelos Castro, in the year eighteen hundred and thirty-nine.

And your defendants further show unto your honors, that the said Jose Bolcoff did, on the eighth day of October, in the year eighteen hundred and fifty, grant, sell, and convey unto his two sons, Juan Bolcoff and Francisco Bolcoff, the said tract of land called el Refugio, but they deny that the same was made with any fraudulent intention on the part of either the said Jose Bolcoff, Juan Bolcoff, or Francisco Bolcoff, or that it was as a part or in furtherance of any fraudulent contrivance of the said Jose Bolcoff, or that it was made with the intent that the said Jose Bolcoff might appear as a witness before the United States Board of land commissioners to ascertain and settle private land claims in California, or before any other board, or court whatsoever; or that it was made with the intent that the said Jose Bolcoff might appear as a witness before said board of commissioners, or by his false or perjured testimony to sustain the
73 said grant to him of the said Rancho el Refugio, or to sustain the genuineness of the book and papers, alleged by complainant in his bill of complaint to be forgeries.

And your defendants further show unto your honors that true it is, that on the fifth day of May, in the year eighteen hundred and fifty-two, but not in the year eighteen hundred and forty-two, as alleged by complainant, the said Juan Bolcoff and Francisco Bolcoff, two of the sons of the said Jose Bolcoff, caused their petition to be filed with the board of commissioners for ascertaining and settling private land claims in the State of California, asking for a confirmation to them of the said Rancho el Refugio, under the said grant therof to the said Jose Bolcoff, from the said Governor Juan B. Alvarado, which grant complainant charges to have been forged and fabricated, and which defendants show to have been valid and genuine, and that they preserved the same as the grantees of the said Jose Bolcoff, under the said conveyance to them from the said Jose Bolcoff, dated
the eighth day of October, in the year eighteen hundred and
74 fifty-one, which conveyance the complainant charges to have
been a pretended grant, and made with fraudulent intent, but which defendants show to your honor to have been a good and valid conveyance, and executed in good faith, and with honesty of purpose.

And your defendants further show unto your honors, that true it is, that the said Juan Balcoff and Francisco Bolcoff, at the time of filing their said petition, did file with said commissioners the said grant from the said Governor Juan B. Alvarado to the said Jose Bolcoff, and also the said record or espediente of his juridical possession of said land, (which record is charged by complainants to be forged and fabricated, but which defendants show to the court to have been valid and genuine,) as the source and evidence of the title of said petitioners to said land, and of their said claim for a confirmation thereof; but said defendants deny that the petitioners ever filed with
said commissioners, or exhibited or showed to said commis-
75 sioner, the said book called Jemeno's Index, or any part there-
or any entry therein, or any other altered or mutilated index, book, or paper whatsoever.

And your defendants further show unto your honors that true it is, that thereafter such proceedings were had by and before said commissioners that on or about the thirteenth day of January, in the year eighteen hundred and fifty-five, the said lands were confirmed by the said commissioners to the said Francisco and Juan Bolcoff, according to their said petition in that behalf, and that under that confirmation a patent, granting the said lands to the said Francisco and Juan Bolcoff, was issued by the United States of America, on the fourth day of February, in the year eighteen hundred and sixty.

And your defendants further show unto your honors, that the following papers, and no others, were presented before said commissioners in support of said petition of the said Francisco and Juan Bolcoff—

First. The said grant from the said governor and political
76 chief of the department of Upper California, Juan B. Alvarado, to
the said Jose Bolcoff, dated on the seventh day of April, in the year eighteen hundred and forty-one.

Second. The said certificate of Governor Juan B. Alvarado, and

the secretary of the government, Manuel Jimeno, dated on the twenty-eighth day of July, in the year eighteen hundred and forty-one, showing and certifying that the departmental junta of the department of Upper California had, on the twenty-second day of May, in the year eighteen hundred and forty-one, approved the decree of concession, made by the departmental governor, under date April the eighth, in the year eighteen hundred and thirty-nine, for the land called el Refugio, in the person of Jose Bolcoff. And

Third. The said record or espediente, signed by Rafael Castro and others, showing the juridical possession of said Rancho Refugio to have been given to the said Jose Bolcoff in the year eighteen hundred and forty-two; and the said conveyance from Jose Bolcoff to Francisco Bolcoff and Juan Bolcoff, dated the eighth day of October,
in the year eighteen hundred and fifty-one; that said papers
77 were presented to the said commissioners as genuine, and
as being what they purported on their face to be.

And your defendants further show unto your honors that the said grant from the said Juan B. Alvarado, governor of the department, to the said Jose Bolcoff, was proved before said commissioners to be a genuine document, by the testimony of Maria Candido Castro herself, and also by the testimony of Juan B. Alvarado, the governor who signed said grant; that said certificate, showing the said approval of the departmental junta to Jose Bolcoff, was proved to be a genuine document, by the testimony of Juan B. Alvarado, the governor who signed said certificate; that said record or espediente of juridical possession, given to the said Jose Bolcoff, was proved before said commissioners to be a genuine document, by the testimony of Rafael Castro, the judge who gave such possession, and who drew up and signed said record, and also by the testimony of Amedio Balcoff and
Jose a la Cruz Rodriguez, a son of Ramon Rodriguez, who was
78 one of the assisting witnesses in giving such possession, and
who caused his name to be signed to said record; and that said conveyance from the said Jose Bolcoff to the said Juan Bolcoff and Francis Bolcoff, was proved before said commissioners to be a genuine document by the testimony of Jose Bolcoff. And said defendants say that true it is, that said documents were taken as true and genuine by said commissioners, but they deny that they were substantiated as such by the false testimony of the said Jose Bolcoff, or that he gave or caused to be given any false testimony before said commissioners.

And your defendants further show unto your honors that true it is, that said decree of confirmation was procured by means of said evidence, documentary and oral, but your defendants are informed and believe, and upon such information and belief, state that it was wholly unnecessary to procure said confirmation, to present any other paper to said commissioners, except the said grant to Jose Bolcoff, and the said conveyance from him to the said petitioners;
79 and that the allegation of complaint, that said decree of
confirmation was obtained by false testimony, and would not otherwise have been made, is false and untrue in every particular.

And your defendants further shows unto your honors that true it is that before said decree of confirmation was obtained, the defendant, Moses A. Meader, had received a grant from the said Jose Bolcoff of a small portion of said land; but that neither he, his agents or attorneys, ever had any notice of any of the frauds, forgeries, alterations, mutilations, fabrications, or false testimonials, set out in complainant's bill of complaint; and defendants further show unto your honors, that he never caused, or in any manner assisted in causing, the said petition to be presented to said commissioners, or that he ever employed or paid counsel to prosecute the same, or to procure the attendance of witnesses to sustain the said claim.

But that after the said decree of confirmation had been obtained, and after he had become the owner of the greatest part of said
80 Rancho el Refugio, as hereinafter stated, he did employ and pay counsel to procure the dismissal of the appeal from said decree of confirmation, and to procure said patent from the government of the United States; but that this was not done until all the testimony in the case had been taken and concluded.

And your defendants further show unto your honors that the said grant from the said Juan B. Alvarado, governor, to the said Jose Bolcoff, and the said approval by the departmental junta, were authorized and agreed to by the said Maria Candida Castro, Maria Jacinta Castro, and Maria de los Angeles Castro, in the manner and form hereinbefore stated, and that no fraud was ever done, practiced, or perpetrated, or attempted upon the rights of them, or either of them, by the said Jose Bolcoff, Juan Bolcoff, Francisco Bolcoff, or by either of your defendants.

And your defendants further show unto your honors that true it is that on the thirteenth day of April, in the year eighteen hun-
81 dred and fifty-two, said Maria de los Angelos was the wife of Joseph L. Majors, but that she was not the owner of any rights, equities, or interests in the said Rancho el Refugio, derived to her by reason of the pretended grant thereof to her and her two sisters, as alleged in complainant's bill of complaint, or by their use, occupation, or reduction of the same into cultivation, or possession, but that on the said day and year the said Joseph L. Majors presented his petition to the said commissioners for ascertaining and settling private land claims in the State of California, asking for a confirmation to him, or his said wife, in ownership of, or one-third interest, in, said rancho, and presented to said board of commissioners the said grant from the said governor, Juan B. Alvarado, to the said Jose Balcoff; the said certificate showing the action of the departmental junta approving the said decree of concession of Rancho el Refugio, in the person of the said Jose Balcoff; the said record of juridical possession of said rancho given by Rafael Castro to the said Jose Bolcoff; the said petition by the said Jose Maria Candida, Maria Jacinta Castro and Maria de los Angelos Castro to the political chief of
82 the department of Upper California, dated on the thirteenth day of February, in the year eighteen hundred and thirty-nine, praying for a grant to them of said Rancho el Refugio, with all

the proceedings thereon, including the said provisional grant dated the sixteenth day of March, in the year eighteen hundred and thirty-nine; and also the said decree of concession made in their favor by the said political chief, and dated on the eighth day of April, in the year eighteen hundred and thirty-nine, with the alteration apparent thereon, and that said petition of the said Joseph L. Majors was rejected by said board on the fifteenth day of January, in the year eighteen hundred and fifty-five; not by reason of the paper writings alleged in complainant's bill of complaint to have been forged, mutilated, or altered, or any of them being taken or upheld to be genuine or lawful, or what on their face they purported to be, but for the reason that in the judgment of said board of commissioners, neither the said provisional grant of the sixteenth of
83 March, in the year eighteen hundred and thirty-nine, or the said act of concession of the eighth day of April, in the year eighteen hundred and thirty-nine, as it was originally made without the alteration thereon apparent, vested in either the said Maria Candida Castro, Maria Jacinta Castro, or Maria de los Angelos Castro, any title, legal or equitable, in said land, and that no grant intended to pass or sufficient to pass the title to any part of said land from the former Mexican government in California to them had ever been made or issued in any manner whatsoever.

And your defendants further show unto your honors that true it is that on the eighteenth day of December, in the year eighteen hundred and fifty-six, an appeal was taken from the said decision to the District Court for the northern district of the State of California, and was dismissed, and that five years have elapsed since the said judgment of dismissal, and no appeal or writ of error has ever been taken therefrom.

And your defendants further show unto your honors that
84 no other claim was ever presented to said board of commissioners by the said Maria Candida Castro, Maria Jacinta Castro, and Maria de los Angelos Castro, or by either of them, or by any one claiming for, through, or under them, for a confirmation of said Rancho el Refugio, or any part or portion thereof whatsoever.

And your defendants further show unto your honors, that on the thirtieth day of April, in the year eighteen hundred and fifty-two, the said Joseph L. Majors and Maria de los Angeles Castro, and Maria Jacinta Castro, had full notice and knowledge of all the papers alleged in complainant's bill of complaint to have been altered, mutilated, forged or fabricated, and of all the facts concerning the alterations and executions of the same, and that no conveyance, under which complainant claims, was ever executed by the said Maria Candida Castro, Maria Jacinta Castro, Maria de los Angelos Castro, and Joseph L. Majors, or by either of them, until some time
85 in the year eighteen hundred and fifty-nine.

And your defendants further show unto your honors that they have no knowledge of the existence at any time in the State of California, of a class of persons who devoted themselves to the forging of pretended espedientes, grants, or other apparent instruments, of

title to lands in said department, purporting to have been made by late and former officers of the Spanish and Mexican governments, or that among such persons were any of such officers who copied such pretended or forged papers, or signed them in their own proper handwritings, after they had ceased to be such officers; and the said defendants deny that the alleged mutilations and alterations of documents, set forth in complainant's bill of complaint, belong to such a class, or any other class of frauds, or that the grant to the said Jose Bolcoff, or the said certificate of confirmation of the same, or of the said expediente of juridical possession belong to such a class or any other class of frauds whatsoever.

And your defendants further show unto your honors that
86 the claim so set up by the said Joseph L. Majors and Maria de los Angeles Castro, at the time of their re-entry upon said rancho in the year eighteen hundred and fifty, was not for an undivided third of said rancho, and that neither the said Joseph L. Majors, nor the said Maria de los Angeles Castro, ever did, at any time since the year eighteen hundred and thirty-nine, claim to have any right, title, or interest, either at law or in equity, in or to one undivided part of said Rancho el Refugio; but your defendants are informed and believe, and therefore state, that they claimed that either one or the other of them was the owner of one divided third part thereof, to wit, the northwestern third thereof, extending from the lands formerly called the Rancho of Gil Fanchez on the northwest, towards the creek, now called Baldwin's creek, on the southeast, and to include one third part of said Rancho Refugio; that such claim did not extend to any of the lands on the southeast side of said Baldwin's creek; that the only land of which they, or either of them, have ever had the actual possession or occupation, at any time since the year eighteen
87 hundred and thirty-nine, is a small piece, of about ten acres, on the northwest side of a creek called Cajo creek, and between the sea beach and the first bluff from the sea, and also about one hundred acres on the southeast side of the said Cajo creek, and between that and the land claimed by the defendant, George Pace, and between the sea coast and the county road that leads from Santa Cruz up the coast, and includes none of the land claimed or owned by any of these defendants.

And your defendants further show unto your honors, that with the exception of the tracts of land hereinafter described as belonging, respectively, to the defendants, Samuel Adams, Albion P. Jordan, Isaac E. Davis, Adna A. Hecox, Alexander Moore, Thomas W. Moore, William H. Moore, Emeline Bessie, called in the complainant's bill of complaint Emeline Berse, Elizabeth Moore, widow, Janthe Vestal, Rachel Vestal, Elizabeth Moore, who are the heirs of Eli Moore, deceased; and with the further exception of a farm of about one hundred and sixty acres of land, called and known as the Leitch-
88 ner farm, which is claimed by parties unknown to these defendants; and with the further exception of a farm of about forty acres of land, called and known as the Rice farm, claimed by one Hervey Rice; and with the further exception of about two hun-

dred acres of land, claimed by the Santa Cruz Petroleum Oil Works Company, the defendant, Moses A. Meader, is the owner of both, at law and in equity, of all that part of said Rancho Refugio, lying easterly of a line drawn through the same, as follows, to wit: commencing at the mouth of the Baldwin's Creek, so-called, and running up the middle of said creek to a point one mile distant, in a straight line from its mouth; and from thence due north to the northern boundary of said rancho; and also one hundred acres of said rancho on the northwest side of said Baldwin's Creek, bounded by a line commencing at the mouth of said creek; and thence running up said creek to a stake, at or near the first table lands; thence in a westerly direction to the line of what was, in the year eighteen hundred and fifty-six, called Dunlop's land; thence along the line of said Dun-
89 lop's land, to the sea; and thence along the sea to the place of beginning.

And your defendants further show unto your honors, the said Moses A. Meader deraigns title to and became the purchaser thereof in good faith, and for a valuable consideration, in the manner hereinafter stated, that is to say:

On the twenty-second day of July, in the year eighteen and fifty, Jose Bolcoff was in the actual possession of all that certain part of Rancho el Refugio, bounded by a line commencing at an oak tree at the southwest corner of the rancho Rincon de Santa Cruz, then called Don Carlos land; and running thence southerly along the easterly line of said Rancho el Refugio to the corner of land then called Eli Moore's land; thence westerly to the top of the bluff; thence northwesterly along the top of the bluff to a point opposite to the beginning corner; and from thence to the place of beginning, containing about one hundred acres; and the said Jose Bolcoff, then being so in the actual possession of said land, then and there agreed to sell, and did sell, the same to the said Moses A. Meader, for the sum
90 of two hundred dollars; and the said Moses A. Meader then and there agreed to purchase, and did purchase, the said tract of land of the said Jose Bolcoff, and the said Jose Bolcoff then and there executed and delivered to the said Moses A. Meader, a good and sufficient conveyance therefor, by which he then and there conveyed said tract to the said defendant, Moses A. Meader, and the said Moses A. Meader then and there paid to the said Jose Bolcoff the said sum of two hundred dollars therefor; and the said Maria Candida Castro, by the name of Ma. Candida Castro, did then and there execute said conveyance as a party thereto, and did then and there, in connection with the said Jose Bolcoff, deliver said conveyance to the said defendant, Moses A. Meader, by which she then and there conveyed to the said Moses A. Meader, all her right, title, and interest, either at law or in equity, in and to said tract of land, which conveyance was recorded in the office of the county recorder, in and for the county of Santa Cruz and State of California, on the twenty-seventh day of July, in the year eighteen hundred and
91 fifty, in book "A," of deeds, on pages twenty and twenty-one, and which tract of land is in that part of the rancho on

the northeast side of the creek called Baldwin's Creek; and neither the said Moses A. Meader, his agents or attorneys, at the time of said purchase, or at the time of receiving said conveyance, or at the time of the payment of said purchase-money for said tract, had any notice of any of the alleged rights and equities of the said Maria Candida Castro, Maria Jacinta Castro, and Mario de los Angelos Castro, set up in complainant's bill of complaint, or of any party deriving title from them, or either of them, or of any of the alterations, mutilations, forgeries, or frauds set forth in complainant's bill of complaint, and which tract of land so purchased, will hereafter in this answer be called Meader's first purchase.

That afterwards, to wit, on the thirty-first day of March, in the year eighteen hundred and fifty-one, the said Jose Bolcoff was in the actual possession of about seven hundred acres of land, part and parcel of the said Rancho Refugio, immediately west of Meader's first purchase, and which seven hundred acres, together with
92 the said one hundred acres, called Meader's first purchase, is bounded and described as follows, to wit: commencing at a stake and stone near the foot of the first bluff, being north of R. Vestal's house, and east of a small creek, being at the northeast corner of Eli Moore's land, and running thence south eighty-seven and one-half degrees, west forty two chains and sixty links, to a stake and stone on the bank of a small creek or branch; thence north fifteen chains and ten links, to a stake; thence north thirty-seven and one-half degrees, west eight chains, to a stake; thence north one and one-fourth degrees, east eight chains; thence north three and one-half degrees, west five chains, to a stake; thence north seventeen and one-half degrees, west twenty-one chains and eighty links, to a stake; thence north one and one-quarter degrees, west fifty-seven chains, to a stake on the bank of the creek, near Moore and Bolcoff's mill; thence west five and one-half chains, to the middle of said mill creek; thence north nine and one-fourth degrees, east along said creek ninety chains, to an oak tree on the bank or side of the branch of the aforesaid stream; thence north seventy-five and
93 one half degrees east thirty-nine and one half chains to the east line of said Rancho Refugio, and thence south three and one half degrees east one hundred and ninety-seven chains to the place of beginning. That the said Jose Bolcoff, then being so, in the actual possession of said seven hundred acres of land, then and there agreed to sell and did sell the same to the said Moses A. Meader, for the sum of twelve hundred dollars, and the said Moses A. Meader, then and there agreed to purchase, and did purchase the same of the said Jose Bolcoff; and the said Jose Bolcoff, then and there, by the name of Jose A. Bolcoff, executed and delivered to the said Moses A. Meader, a good and sufficient deed of conveyance for the same, which deed of conveyance to cure any defect that might exist in the first conveyance by the said Jose Bolcoff and Maria Candida Castro, was made to include not only the said seven hundred acres, but also the Meader's first purchase; and the said Moses A. Meader, then and there paid to the said Bolcoff the said

sum of twelve hundred dollars for the said seven hundred acres of land. And the said Maria Candida Castro, by the name of
94 Maria Candida Castro, Bolcoff did then and there execute said conveyance as a party thereto, and did then and there acknowledge the same separate and apart from and without the hearing of her said husband, and did then and there in connection with the said Jose Bolcoff, deliver the said conveyance to the said defendant Moses A. Meader, by which she then and there conveyed to the said Moses A. Meader, all her right, title, and interest, either at law or in equity, in and to said tract of land described in said deed of conveyance, which deed of conveyance was in the year eighteen hundred and fifty-one, recorded in the office of the county recorder, in and for the county of Santa Cruz, and State of California, in book "A" of deeds, pages one hundred and fifty, and following, and which tract of land is on that part of the Rancho Refugio, on the north east side of the creek called Baldwin's Creek; and afterwards, to wit, on the 19th day of March, in the year eighteen hundred and fifty-three, the said Jose Bolcoff re-acknowledges said deed of conveyance before a notary public, and the said Maria Candida Castro re-acknowledged the same before a notary public, separate and
95 apart from and without the hearing of her said husband; and she and her said husband then and there re-delivered said deed to the said Moses A. Meader, which re-acknowledgment and delivery was had and done to cure any possible defects in the first acknowledgment thereof by the said Maria Candida Castro; and these defendants further show that neither the said Moses A. Meader, his agents, or attorneys at the time of said purchase, or at either of the times of receiving said deed of conveyance, or at the time of the payment of the said purchase money for said land, had any notice of any of the alleged rights and equities of the said Maria Candida Castro, Maria Jacinto Castro, and Maria de los Angelos Castro, set up in complainant's bill of complaint, or if any party deriving title from them or either of them, or any of the alterations, mutilations, forgeries or frauds set forth in complainant's bill of complaint. And your defendants further show that said deed of conveyance was fully executed and delivered to the said Moses A. Meader by the said Jose Bolcoff, prior to the conveyance from him to his sons Jose Bolcoff and Francisco Bolcoff, and was a second time recorded in the office of the
96 county recorder, in and for the county of Santa Cruz and State of California, on the nineteenth day of March, in the year eighteen hundred and fifty-three, in volume second of deeds on pages seventy-four, and following:

And your defendants further show unto your honors that heretofore, to wit, on the twenty-second day of July, in the year eighteen hundred and fifty, the said defendant Moses A. Meader loaned unto the said Jose Bolcoff the sum of two thousand dollars to bear interest at the rate of five per cent. per month, and to be paid with such interest on the day of , in the year eighteen hundred and fifty, as near as these defendants can now state the same; that the said Jose Bolcoff was then and there in the actual possession of the

following part or portion of said Rancho el Refugio, that is to say, one league square of land, being that portion of the land that the said Jose Bolcoff then resided upon, commencing at the corner between land then occupied by Jose Bolcoff and land then occupied by Eli Moore, on the Bay of Monterey; thence northerly along the line separating lands occupied by Jose Bolcoff, from land then
97 occupied by Eli Moore, one league; thence westerly in a range with the coast one league; thence southerly parallel with the first line to the Bay of Monterey; and thence easterly along the bay to the place of beginning, which tract of land is on that part of said rancho lying on the northeast side of the Baldwin's creek; and being so possessed, he, the said Jose Bolcoff and his wife Maria Candida Castro, then and there by their joint deed duly executed, acknowedged and delivered, granted, sold, and conveyed said tract of land to the said Moses A. Meader by way of mortgage to secure the payment of the said sum of two thousand dollars with the interest thereon at the rate of five per cent. per month; and that at the time of said loan, and at the time of the execution and delivery of said mortgage, neither the said Moses A. Meader, his agents, or attorneys had any notice of any of the alleged rights and equities of the said Maria Candida Castro, Maria Jacinta Castro, and Maria de los Angelos Castro, set up in complainant's bill of complaint, or of any party deriving title from them or either of them, or of any of the alterations, mutilations, forgeries or frauds, set forth in complainant's bill of complaint.

98 And your defendants further show unto your honors that afterwards, to wit, on the twenty-first day of January, in the year eighteen hundred and fifty-one, the said defendant, Moses A. Meader, loaned unto the said Jose Bolcoff, another large sum of money, to wit, the sum of two thousand dollars, to draw interest at the rate of five per month, and an account was then and there had between the said Jose Balcoff and the said Moses A. Meader, of and concerning the amount of money then due the said Meader on the mortgage so first made as aforesaid, and there was so found due a large sum of money, to wit, the sum of two thousand and six hundred dollars, which was added to the said sum of two thousand dollars so loaned as last aforesaid, and made the sum of four thousand six hundred dollars, which the said Jose Balcoff then and there promised and agreed to pay to the said Moses A. Meader, on or before the first day of the month of August, in the year eighteen hundred and fifty-one, with interest upon the same at the rate of five per cent. per month.

99 And your defendants further show unto your honors that the said Jose Bolcoff was then and there in actual possession of the following part or portion of said Rancho el Refugio—that is to say, one league square of land, being that portion of the land that the said Jose Bolcoff then resided upon, commencing at the corner between land then occupied by Jose Bolcoff and land then occupied by Eli Moore, on the Bay of Monterey; thence northerly along the line separating lands occupied by Jose Bolcoff from land then occupied

by Eli Moore, one league; thence westerly, on a range with the coast, one league; thence southerly, parallel with the first line, to the Bay of Monterey; and thence easterly along the Bay to the place of beginning—which tract of land is on that part of said rancho lying on the northeast side of the Baldwin creek; and being so possessed, he, the said Jose Bolcoff, and his wife, Maria Condida Castro, by the name of Candida Bolcoff, then and there, by their joint deed, duly executed, acknowledged, and delivered, granted, sold, and conveyed said tract of land to the said Moses A. Meader, by way of mortgage,

100 to secure the payment of the said sum of four thousand six hundred dollars with the interest thereon at the rate of five per cent. per month; and that at the time of said loan last aforesaid, and at the time of the execution and delivery of said mortgage last aforesaid, neither the said Moses A. Meader nor any of his agents or attorneys had any notice of any of the alleged rights and equities of the said Maria Jacinta Castro and Maria de los Angeles Castro, set up in complainant's bill of complaint, or of any party deriving title from them, or either of them, or of any of the alterations, mutilations, forgeries, and frauds set up in complainants' bill of complaint; which said deed of mortgage was recorded in the office of the county recorder in and for the county of Santa Cruz, and State of California, on the twenty-first day of February, in the year eighteen hundred and fifty-one.

And your defendants further show unto your honors that when the said Jose Bolcoff conveyed said rancho to his two sons, Juan Bolcoff and Francisco Bolcoff, they took the same subject to the mortgage aforesaid and to the payment thereof.

101 And your defendants further show unto your honors that afterwards, to wit, on the fourth day of October, in the year eighteen hundred and fifty-two, the said Maria Jacinta Castro, by her certain deed of writing, signed, sealed, and acknowledged by her, and delivered to the said Maria Candida Castro, conveyed to the said Maria Candida Castro all her right, title, and interest in and to one undivided third part of said Rancho el Refugio, which conveyance was afterwards, to wit, on the twelfth day of the month of October, in the year eighteen hundred and fifty-two, recorded in the office of the county recorder of the county of Santa Cruz, in the State of California, in which county said land is situated, in book "One" of deeds, on pages four hundred and thirty-five and following.

And your defendants further show unto your honors, that afterwards, to wit, on the nineteenth day of the month of March, in the year eighteen hundred and fifty-three, an accounting was had between the said Moses A. Meader and the said Jose Bolcoff, Maria Candida Castro, Juan Bolcoff, and Francisco Bolcoff, of the

102 amount of money, principal and interest, then due and unpaid upon the said mortgage of the twenty first day of January, in the year eighteen hundred and fifty-one; and upon such accounting the sum of money found due upon said mortgage was a large sum, to wit, the sum of eight thousand five hundred and seventy-eight dollars; and the said Jose Bolcoff, Maria Candida Castro, Juan Bol-

coff, and Francisco Bolcoff then and there agreed to sell and convey unto the said Moses A. Meader for the sum of five hundred dollars, in part payment of the said sum of eight thousand five hundred and seventy-eight dollars, so much of said rancho as is bounded and described as follows, to wit: commmencing at the southwest corner of the land conveyed by the said Jose Bolcoff and Maria Candida Castro, on the thirty-first day of March, in the year eighteen hundred and fifty-one, and running thence up the coast road to the first bridge on a gulch, about five hundred yards, more or less; thence up said gulch to its fork; thence up the western fork of said gulch or creek until it strikes the road leading from the saw-mill, known as Moore's mill, towards Bolcoff's; thence along the southerly side of the
103 said road northeasterly to the land of Moses A. Meader, conveyed to him on the day last aforesaid; and thence along the said lands of the said Moses A. Meader to the place of beginning, containing one hundred acres, more or less. And the said Moses A. Meader then and there agreed to purchase said tract of land of the said Jose Bolcoff, Maria Candida Castro, Juan Bolcoff, and Francisco Bolcoff for the said sum of five hundred dollars, in part payment of said larger sum of eight thousand five hundred and seventy-eight dollars; and the said Jose Bolcoff, Maria Candida Castro, by the name of Maria Candida Bolcoff, Juan Bolcoff, and Francisco Bolcoff signed, sealed, acknowledged, and delivered to the said Moses A. Meader their joint deed, by which they conveyed said tract of land to the said Moses A. Meader in fee simple; and the said Moses A. Meader then and there credited the said Jose Bolcoff the said sum of five hundred dollars, as against the debt secured by the mortgage last aforesaid; and that at the time of making said purchase and at the time of making said credit, the said Jose Bolcoff was in the actual possession of said tract of land so conveyed, and neither
104 the said Moses A. Meader, or any of his agents or attorneys, had any notice of any of the alleged rights and equities of the said Maria de los Angeles Castro, set up in complainant's bill of complaint, or of any party deriving title from her, or of any of the alterations, mutilations, forgeries, or frauds set out in complainant's bill of complaint. And defendants further show that said last described conveyance was afterwards, to wit, on the nineteenth day of March, in the year eighteen hundred and fifty-three, recorded in the office of the county recorder in and for the county of Santa Cruz, and State of California, in which county said land is situated, in book "Two" of deeds, on pages seventy-six and seventy-seven.

And your defendants further show unto your honors that on the said nineteenth day of March, in the year eighteen hundred and fifty-three, after said conveyance had been made as aforesaid, and the said defendants, Moses A. Meader, had credited the said sum of five hundred dollars on account of said mortgage of the twenty-first day of January, in the year eighteen hundred and fifty-one, there remained due of the debt secured by said mortgage the sum
105 of eight thousand and seventy-eight dollars, and it was then and there agreed between the parties to said mortgage and

the said Juan and Francisco Bolcoff, that they, the said Jose Bolcoff, Maria Candida Castro, Juan Bolcoff, and Francisco Bolcoff, should execute, acknowledge, and deliver, and they then and there did execute, the said Maria Candida Castro signing her name as Maria Candida Bolcoff, acknowledge and deliver to the said Moses A. Meader, in the place and stead of the mortgages last aforesaid, a certain other deed of mortgage bearing date on the said nineteenth day of March, in the year eighteen hundred and fifty-three, by which they, the said Jose Bolcoff, and the said Maria Candida Castro, by the name of Maria Candida Bolcoff, and the said Juan Bolcoff and Francisco Bolcoff did give, grant, sell, and convey unto the said Moses A. Meader, his heirs and assigns forever, all that portion of the said Rancho Refugio, bounded by a line beginning at a point on the Bay of Monterey, at the southwest of the land then known as Eli Moore's land, and running thence westerly along the sea beach about three miles to the mouth of a creek, now called the
106 Baldwin creek; thence from the mouth of said creek up the middle channel thereof, in a northerly course, for three miles; thence easterly to the western boundary of the land on that day sold and conveyed by them to the said Moses A. Meader, striking said line at a point three miles northerly of the place of beginning; thence southerly to the public road leading up the coast from Eli Moore's dwelling house; thence easterly along the said road to the northwest corner of the land then known as Eli Moore's land; and thence along the line of said Moore's land southerly to the place of beginning, said conveyed premises being bounded south by the Bay of Monterey, on the west by said stream of water called Baldwin creek, on the north by the Santa Cruz mountains, and on the east by said Meader's land by said road, and the land of said Eli Moore, and containing about three miles square, more or less, and which conveyance or mortgage was conditioned that the said Juan Bolcoff, Francisco Bolcoff, Jose Bolcoff, and Maria Candida Bolcoff, should pay unto the said Moses A. Meader the said sum of eight thousand and seventy-eight dollars, with interest thereon from that date,
107 at the rate of three per cent. per month, on or before the nineteenth day of October, in the year eighteen hundred and fifty-three; and which deed of mortgage was afterwards, to wit, on the thirtieth day of March, in the year eighteen hundred and fifty-three, recorded in the office of the county recorder in and for the county of Santa Cruz, and State of California, in book "two" of deeds, pages seventy-eight and following.

And your defendants further show that, at the time of the execution of the said mortgage last aforesaid, both of the two former mortgages were delivered up and cancelled, and satisfied upon the records of the recorder's office of Santa Cruz county, and that at the time of the execution and delivery of the said last deed of mortgage, and at the time of the cancellation and satisfaction of record of the said first two mortgages, he, the said Jose Bolcoff, was in the actual possession of the said tract of land so conveyed on mortgage on the nineteenth day of March, in the year eighteen hundred and

fifty-three, and neither the said Moses A. Meader, nor any of his agents or attorneys had any notice or knowledge of any of the alleged rights and equities of the said Maria de los Angelos
108 Castro, set up in complainant's bill of complaint, or of any of the alterations, forgeries or fraud set up in complainant's bill of complaint.

And your defendants further show that the said three mortgages to the said defendant, Moses A. Meader, included and conveyed in mortgage about the same tract of land, and in the respect differed from each other in no essential particular.

And your defendants further show unto your honors that the said sum of eight thousand and seventy-eight dollars, with the interest thereon, secured by the said mortgage of the nineteenth day of March, in the year eighteen hundred and fifty-three, remained due and unpaid until the thirteenth day of April, in the year eighteen hundred and fifty-five, when the said Moses A. Meader commenced his action in the District Court of the third judicial district of the State of California, in and for said county of Santa Cruz, against the said Juan Bolcoff, Francisco Bolcoff, Jose Bolcoff, and Maria Candido Castro, by the name of Maria Candido Bolcoff, and others, to
109 obtain a decree of said court that the defendants and all persons claiming under them subsequent to the commencement of said action, be barred and foreclosed of all right, claim, lien, and equity of redemption in the said mortgaged premises, and to obtain a decree of said court that said mortgaged premises should be sold according to law, and that the said plaintiff might be paid of the money arising from said sale the amount due on said mortgage, principal and interest, which was then the sum of fourteen thousand and seventy-nine dollars and ninety-five cents, and the costs and expenses of said sale; and that the said defendants, Maria Candido, Jose, Juan, and Francisco, might be adjudged to pay any deficiency that might remain due the said plaintiff after applying all the moneys arising from such sale; and that such proceedings were afterwards had before said court, in said action; that afterwards, to wit, on the second day of July, in the year eighteen hundred and fifty-five, the said Moses A. Meader recovered a judgment or decree in said court in said action, adjudging and decreeing that the said Maria Candido Bolcoff, who is the same as Maria Candida
110 Castro, Jose Bolcoff, Juan Bolcoff, Francisco Bolcoff, and the other defendants, should be from that time forever barred and foreclosed of all their, and any of their right, title, interest, or claim in and to said lands described in said mortgage of the nineteenth day of March, in the year eighteen hundred and fifty-three, and of all equity of redemption on the same, acquired by or from the said Maria Candida Bolcoff, Jose Bolcoff, Juan Bolcoff, and Francisco Bolcoff, after the date of said mortgage; and that the said Moses A. Meader should have and recover of the said Maria Candida Bolcoff, who is Maria Candida Castro, Jose Bolcoff, Francisco Bolcoff, and Juan Bolcoff, the sum of eight thousand and seventy-eight dollars principal debt, and the further sum of five

thousand seven hundred and four dollars and fourteen cents interest thereon to that date, together with accruing interest on the said principal debt at the rate of three per cent. per month from that date, and interest on the said sum of five thousand seven hundred and four dollars and fourteen cents, at the rate of ten per cent. per annum, and that the said premises described in said mortgages
111 should be sold by the sheriff of said county according to law; and out of the proceeds of said sale, after the satisfaction of the expenses of said sale, he, the said sheriff, should pay to the clerk of said court, or to the said Moses A. Meader, the said sum of thirteen thousand seven hundred and eighty-two dollars and fourteen cents, together with costs of suit; and in case the said proceeds of such sale should be insufficient to pay said sum of money, with costs and expenses as aforesaid, and accruing interest and costs, that the said plaintiff should have execution against the said defendants, Maria Candida Bolcoff, Joseph Bolcoff, Francisco Bolcoff, and Juan Bolcoff, for such sum as might remain, after deducting the amount that might be raised by such sale of said mortgaged premises, and which decree was duly enrolled on the third day of July, in the year eighteen hundred and fifty-five, and now remains of record in said District Court in full force and effect.

And your defendant further show unto your honors that on the commencement of said suit, to wit, on the twentieth day of April, in the year eighteen hundred and fifty-five, a notice of said action
112 stating the commencement of the same, the names of the parties, and a description of the land sought to be affected thereby, was filed in the office of the county records in and for said county of Santa Cruz.

And said defendants further show that afterwards to wit, on the eighth day of July, in the year eighteen hundred and fifty-five, an execution was duly issued upon said decree under the hand of the clerk, and the seal of said district court, and delivered to the sheriff of said county of Santa Cruz, ordering and directing the said sheriff to sell the said lands and tenements described in said decree, and which were the same lands and tenements described in the said mortgage of the nineteenth day of March, in the year eighteen hundred and fifty-three, and out of the said mortgaged premises, if sufficient, he should cause to be made by public sale, and in accordance with law the said sum of thirteen thousand seven hundred and eighty-two dollars, and fourteen cents with interest from the date of said judgment upon the sum of eight thousand and seventy-eight dollars at the rate of three per cent. per month, and upon the
113 sum of five thousand seven hundred and four dollars and fourteen cents at the rate of ten per cent. per annum, and also the further sum of one hundred and forty-nine dollars and sixty cents costs of suit, and also all costs accruing under said writ.

And your defendants further show that the said sheriff acting under, and in obedience to said writ of execution did, on the first day of August, in the year eighteen hundred and fifty-five, after giving due and legal notice of the time and place of such sale, sell at public auction

all of said lands and tenements described in said decree, and that at such sale the said defendant, Moses A. Meader became the purchaser thereof for the sum of six thousand nine hundred dollars, and the said sheriff afterwards, to wit, on the first day of August, in the year eighteen hundred and fifty-five, returned the said execution and filed the same with the clerk of said District Court.

And your defendants further show, that at the time of said sale he, the said defendant, Moses A. Meader, paid to the said sheriff
114 in money the sum of two hundred and ninety-one dollars, which was applied to the payment of the costs of said action, and the costs and expenses of making said sale, and the said defendant, Moses A. Meader, plaintiff in that action, caused the balance of said purchase price, after deducting the said two hundred and ninety-one dollars to be credited to the said Jose Bolcoff, Maria Candida Bolcoff, Juan Bolcoff, and Francisco Bolcoff, on said decree as so much money collected thereon by the sale of said mortgaged premises.

And your defendants further show, that at the time of said sale the said sheriff executed and delivered to the said Moses A. Meader a certificate, stating that he, the said sheriff, had received said writ of execution; that under and in pursuance thereof he had sold all said lands and tenements at public auction to the highest bidder; that at such sale the said Moses A. Meader had become the purchaser thereof for the sum of six thousand nine hundred dollars; that he had paid said purchase price; that the said lands and tenements were
115 sold subject to redemption, and that if the same remained unredeemed for the space of six months that the said Moses A. Meader would be entitled to a conveyance therefor; and that the said sheriff at the same time executed a duplicate copy of said certificate, and on the same day caused the same to be filed in the office of the county recorder in and for said county of Santa Cruz.

And your defendants further show that the said lands and tenements so sold as aforesaid, remained unredeemed for the space of six months and upwards thereafter, to wit, until the fifteenth day of February, in the year eighteen hundred and fifty-six, when the said sheriff, who made said sale and whose name was Leander G. Coldwell, acting under and in pursuance of the authority conferred upon him by said writ of execution, and the law in reference thereto, and to carry into effect the said sale, did as such sheriff, by his deed, duly executed, acknowledged, and delivered to the said Moses A. Meader, grant, bargain, sell, and convey unto the said Moses A.
116 Meader, his heirs and assigns forever all such lands and tenements, bounded and described in said mortgage of the nineteenth day of March, in the year eighteen hundred and fifty-three, and which deed of conveyance by the said sheriff was afterwards, to wit, on the fifteenth day of February, in the year eighteen hundred and fifty-six, recorded in the office of the county recorder in and for the county of Santa Cruz in volume "Three" of records on pages two hundred and seventeen, and following.

And your defendants further show unto your honors that at the time of said sale and at the time of the payment of said sum of two

hundred and ninety-one dollars, and at the time of the credit of such purchase price upon said decree, and at the time of the execution of said conveyance by said sheriff, the said Jose Bolcoff and the said Juan and Francisco Bolcoff were in the actual possession of all said lands so sold and conveyed, and that neither the said Moses A. Meader nor any of his agents or attorneys did, at any of said times,
117 have any notice or knowledge of any of the rights and equities of the said Maria de los Angelos Castro, set up in complainant's bill of complaint, nor of any of the alterations, mutilations, forgeries and frauds set out in complainant's bill of complaint.

And your defendants further show unto your honors that upon the return of said execution, on the first day of August, in the year eighteen hundred and fifty-five, and account was taken in said District Court of the amount remaining due the said Moses A. Meader upon said decree, and the amount so found due was a large sum, to wit: the sum of seven thousand four hundred and nine dollare and nineteen cents, and that afterwards, to wit, on the thirty-first day of October, in the year eighteen hundred and fifty-five, another execution was issued upon said decree out of said court under the hand of the clerk and the seal of said court, and to the sheriff of the said county of Santa Cruz, who was then Orville K. Stampley, directed and delivered commanding him that ont of the property of
118 the said Maria Candida Bolcoff, Jose Bolcoff, Juan Bolcoff and Francisco Bolcoff, in his county he should levy and make the said sum of seven thousand four hundred and nine dollars and nineteen cents, and all costs and charges which might lawfully accrue under said writ; and the said sheriff, acting under and in pursuance of said writ of execution afterwards, to wit, on the first day of November, in the year eighteen hundred and fifty-five, levied the same upon all the right, title and interest of the said Maria Candida Bolcoff, Jose Bolcoff, Juan Bolcoff, and Francisco Bolcoff, or either of them in and to the said Rancho el Refugio, and every part and parcel thereof, and after giving due and legal notice that he would sell the same on the fifth day of February, in the year eighteen hundred and fifty-six, he, on said last named day as such sheriff, and under and in pursuance of said execution, did sell, at public auction, all the right, title, and interest of the said Maria Candida Bolcoff and Francisco Bolcoff, and each and every of them, in and to said Rancho el Refugio, and every part thereof, and that at such sale the said Moses A. Meader became the purchaser thereof for the sum of one thousand five hundred
119 dollars, and then and there paid to the said sheriff in money on account of said purchase a large sum, to wit: the sum of fifty dollars, and the remainder thereof was caused to be credited on said execution and decree by the said Moses A. Meader.

And your defendants further show unto your honors that at the time of said last aforesaid sale, the said sheriff executed and delivered to the said Moses A. Meader a certificate, stating that he, the said sheriff, had received said execution; that under and in pursuance thereof, he had levied upon and sold all of said Rancho Refugio at public auction to the highest bidder; that at such sale the said Moses

A. Meader had become the purchaser of the same for the sum of one thousand five hundred dollars; that he had paid said purchase price; that said lands and tenements were sold subject to redemption, and that if the same remained unredeemed for the space of six months, that the said Moses A. Meader would be entitled to a conveyance therefor, and the said sheriff at the same time executed a
120 duplicate copy of said certificate, and on the same day caused the same to be filed in the office of the county recorder in and for said county of Santa Cruz.

And your defendants further show unto your honors that said property remained unredeemed from said sale for the space of more than six months after said sale, to wit, until the second day of September, in the year eighteen hundred and fifty-six, on which day the said Orville K. Stampley, as such sheriff, and to carry into effect the said sale, and acting under and in pursuance of the authority conferred upon him by said writ of execution, did, as such sheriff, execute, acknowledge, and deliver to the said Moses A. Meader, his certain deed of conveyance, by which deed of conveyance he, as such sheriff, then and there conveyed unto the said Moses A. Meader, and unto his heirs and assigns, forever, all the right, title, and interest which they, the said Maria Candida Bolcoff, Jose Bolcoff, Juan Bolcoff, and Francisco Bolcoff, or either of them had in and to said tract of land, called Rancho el Refugio, and every part thereof, on
121 the day of said sale, to wit, on the fifth day of February, in the year eighteen hundred and fifty-six; and said deed of conveyance was afterwards, on the second day of September, in the year eighteen hundred and fifty-six, recorded in the office of the county recorder, in and for the county of Santa Cruz and State of California, in volume "Three" of records, pages three hundred and eleven and following.

And your defendants further show unto your honors that afterwards, to wit, on the twelfth day of April, in the year eighteen hundred and fifty-nine, the said Orville K. Stampley, as such sheriff, in order to cure any possible defects that might exist in his said conveyance of the second day of September, in the year eighteen hundred and fifty-six, and to carry into more complete effect the last aforesaid sale, did, as such sheriff, and acting under and in pursuance of said last described execution, execute, acknowledge, and deliver unto the said Moses A. Meader, his deed of conveyance, conveying to the said Moses A. Meader, and unto his heirs and assigns, forever, all the right, title, and interest of the said Maria
122 Candida Bolcoff, Jose Bolcoff, Juan Bolcoff, and Francisco Bolcoff or of either of them, in and to said Rancho Refugio, on the fifth day of February, in the year eighteen hundred and fifty-six, and to every part thereof, and which deed of conveyance was recorded in the office of the county recorder, in and for the county of Santa Cruz and State of California, on the thirteenth day of April, in the year eighteen hundred and fifty-nine, in volume four of records, on pages three hundred and thirty-three and following.

And your defendants further show unto your honors that at the

time of making said purchase, and at the time of the payment of the said sum of fifty dollars, and at the time of the making of said credit upon said decree, and at the time of receiving said deeds from the said sheriff, neither the said Moses A. Meader, nor any of his agents or attorneys, had any notice or knowledge of any rights or equities of the said Maria de los Angelos Castro, or of any person deriving title through her in or to said Rancho Refugio, or of any of
123 the mutilations, alterations, frauds, or forgeries set up in complainant's bill of complaint.

And your defendants further show unto your honors that on the fifteenth day of September, in the year eighteen hundred and fifty-five, the said Maria Jacinta Castro, by the name of Jacinta Castro, executed and delivered to the said Moses A. Meader, her certain deed of conveyance, by which she, the said Maria Jacinta Castro granted and conveyed to the said Moses A. Meader, and unto his heirs and assigns, forever, all her right, title, and interest in and to that part of said Rancho Refugio, bounded by a line commencing at the mouth of the Baldwin Creek; and thence running up the middle of the channel of said creek for three miles; thence easterly to a point on a dry creek, three miles from the coast, being on the line of Moses A. Meader's land, previously purchased; thence along the line of said Meader's land, which was the land purchased by the said Meader, as aforesaid, on the nineteenth day of March, in the year eighteen hundred and fifty-three, and the land of Eli Moore, till it strikes
124 the coast; and thence along the coast to the place of beginning, containing one league, more or less, and which land is the same land described in the aforesaid mortgage of the nineteenth of March, in the year eighteen hundred and fifty-three.

And your defendants further show unto your honors that the execution of said last-named conveyance by the said Jacinta Castro, was, on the third day of November, in the year eighteen hundred and fifty-five, proved before the county clerk of the county of Santa Cruz, by the oath of John H. Watson, a subscribing witness thereto; that he knew Jacinta Castro, the individual described in said conveyance, and who executed the same, and that he was present and did see the said Jacinta Castro sign, seal, and deliver the same as for her voluntary act and deed, and that she then acknowledged the execution thereof; whereupon the said Watson subscribed his name thereto as a witness thereof; and which proof was, on the date last aforesaid, certified upon said deed of conveyance by said county clerk, and under the seal of the County Court of Santa Cruz county, and said conveyance was afterwards, to wit, on the third day of
125 November, in the year eighteen hundred and fifty-five, recorded in the office of the county recorder, in and for said county of Santa Cruz, in volume "Three" of records, on pages one hundred and sixty-three.

And your defendants further show unto your honors that the said Moses A. Meader, on the third day of September, in the year eighteen hundred and fifty-six, by his certain deed in writing, bearing date on that day, conveyed to Ignacio Castro all his right, title,

claim, and interest in and to that part of said Rancho el Refugio to the northwest of said line, commencing at the mouth of the Baldwin creek; thence running up said creek to a point one mile in a straight line from the coast, and thence due north to the summit of the mountain, except the said one hundred acres, bounded by a line commencing at the mouth of the Baldwin creek; thence running up said creek to a stake at or near the first table land; thence in a westerly direction to the line of land then occupied by William Dunlop; thence along the line of said Dunlop's to the sea, and thence along the sea to the place of beginning.

126 And your defendants further show unto your honors, that afterwards, to wit, on the twentieth day of September, in the year eighteen hundred and fifty-six, the said defendant, Moses A. Meader, entered into the actual possession of all that part of the said Rancho Refugio not so conveyed to the said Ignacio Castro, and has ever since continued to occupy, possess, and enjoy the same actually, exclusively, openly, and notoriously, claiming the same as his own property, adversely to the claim of every person whatsoever, and was so in the actual, open, and notorious possession of the same at the time of the execution of the pretended conveyances by the said Maria Candida Castro, Maria Jacinta Castro, and Maria de los Angelos Castro, under which the plaintiff claims title in this proceeding.

And your defendants further show unto your honors that the defendant, George Pace, is the owner, both at law and in equity, of all that portion of the said Rancho Refugio, which is bounded by a line commencing at a point where was, in December, in the year

127 eighteen hundred and fifty-five, a stake and mound of earth on the hill side, north of the house on which William Dunlop then resided; and running thence by true meridian north sixty-six degrees, west sixteen chains and fifty links, to where was then a stake and mound at the northwest corner of what was then called Dunlop's fence; thence south thirty-nine degrees west, to the ocean; thence following the indentations of the bluff to a point near Chimney Rock, which point was then marked with a stake, and bears south twenty-four degrees west, from the place of beginning; and thence north twenty-four degrees east, to the place of beginning, containing eighty-three acres, more or less, and also fifteen acres on the west of said eighty-three acres, being a strip of equal width and running the whole length of said first described tract, and containing just fifteen acres; and that the said George Pace deraigned title to the same as follows, to wit: on the twenty-ninth day of December, in the year eighteen hundred and fifty-five, the said Ignacio Castro, who was then expecting to become the owner of said tract of

128 land, and one William Dunlop, then being in the actual, open, and notorious possession of the same, he, the said Ignacio Castro, for and in consideration of the sum of three hundred dollars, to him then and there paid by the said William Dunlop, executed, under his hand and seal, and acknowledged and delivered to the said William Dunlop, his certain deed of conveyance, by which he bargained, sold, and purported to convey unto the said William Dunlop,

and unto his heirs and assigns, all the lands above described, which deed of conveyance was, on the second day of January, in the year eighteen hundred and fifty-six, recorded in the office of the county recorder, in and for said county of Santa Cruz, in volume "Three" of records, on page one hundred and twenty-nine.

And your defendants further shows unto your honors that from the date of said last mentioned deed the said William Dunlop remained in the actual peaceable, open and notorious possession of said tract of land described in said deed and every part thereof, claim-
129 ing the same as his own property adversely to the claims of every person whatsoever, until he conveyed the same to the said defendant, George Pace, as hereinafter stated.

And your defendants further show unto your honors that the said tract of land and every part thereof, was part and parcel of that portion of said Rancho el Refugio conveyed by the said Moses A. Meader to the said Ignacio Castro, on the third day of September, in the year eighteen hundred and fifty-six, as aforesaid. And that by means of the said deed from the said Moses A. Meader to the said Ignacio Castro, and the said deed from the said Ignacio Castro to the said William Dunlop, he the said William Dunlop, on the said third day of September, in the year eighteen hundred and fifty-six, became seized in fee simple of all of said tract of land above described, and now claimed by the said defendant, George Pace.

And your defendants further show unto your honors that the said William Dunlop remained so seized and possessed of said tract of land until the eighth day of November, in the year eighteen
130 hundred and sixty-four, when the said defendant, George Pace, purchased the said tract of land and tenements of the said William Dunlop, and then and there paid to him the sum of seven hundred and fifty dollars as the purchase price therefor, and the said William Dunlop, by his certain deed of writing, executed under his hand and seal, acknowledged and delivered to the said George Pace, sold and conveyed said tract of land to the said defendant, George Pace, and unto his heirs and assigns forever.

And your defendants further show unto your honors that at the time the said George Pace purchased said land of the said William Dunlop, and at the time of the payment of the said purchase price to the said Dunlop therefor, and at the time of receiving said conveyance from the said Dunlop, neither the said George Pace, nor any of his agents or attorneys had any notice or knowledge of any of the rights or equities of the complainant, or of any one through whom he claimed set up in his bill of complaint, or of any of
131 the mutilations, alterations, forgeries or frauds, set out in said bill of complaint.

And your defendants further show unto your honors that the said defendant, George Pace, immediately upon the execution and delivery to him of said deed of conveyance by the said William Dunlop, entered into the actual, open and notorious possession of said tract of land, and has ever since had the exclusive, actual, open, and notorious possession of the same, claiming the same to be his property adversely to [to] the claims of all persons whatsoever.

And your defendants further show unto your honors that the defendant, A. B. Hecox, whose real name is Adna A. Hecox, is the owner both at law and in equity of all that portion of the said Rancho Refugio, which is bounded by a line commencing on the hill across the valley from the house where Bascomb B. Case resided in June, in the year eighteen hundred and fifty-five—a little east of north from said house—at a point of bituminous sand stone; and running thence north twenty-eight degrees east thirty-one chains and sixty-two links; thence south sixty-two degrees east thirty-
132 one chains and sixty-three links; thence south twenty-eight degrees west thirty-one chains and sixty-three links; and thence north sixty-two degrees west thirty-one chains and sixty-three links to the place of beginning, being the same land surveyed by F. M. Wright for George W. Nutter and Bascomb B. Case, on the fourth day of June, in the year eighteen hundred and fifty-five, and containing one hundred acres more or less; and that he the said defendant, Hecox, arraigns title to the same as follows, to wit, on the twenty-second day of May, in the year eighteen hundred and fifty-six, the defendant, Moses A. Meader, was seized in his demesne as of fee of said tract of land, and being so seized, he on that day, at the county of Santa Cruz by his deed, executed under his hand and seal and acknowledged and delivered to the said Bascomb B. Case, granted, bargained, sold, and conveyed said tract of land to the said Bascomb B. Case, and unto his heirs, and the said Bascomb B. Case, entered into the possession thereof, and remained seized thereof in fee simple, until the twenty-sixth day of February, in the year eighteen hundred and sixty-four, when the said defendant,
133 Adna A. Hecox, purchased the said land and tenements of the said Bascomb B. Case, and then and there paid to him the sum of three hundred dollars as the purchase price therefor, and the said Bascomb B. Case, then and there, to wit, on the twenty-sixth day of February, in the year eighteen hundred and fifty-six, by his certain deed of writing, executed under his hand and seal and acknowledged and delivered to the said Adna A. Hecox, sold and conveyed said tract of land to the said Hecox, and unto his heirs, and assigns forever.

And your defendants further show unto your honors that at the time the said Adna A. Hecox purchased said land of the said Bascomb B. Case, and at the time of said payment of the said purchase price to the said Bascomb B. Case therefor, and at the time of the receiving of said conveyance from the said Bascomb B. Case, neither the said Adna A. Hecox, nor any of his agents or attorneys, had any notice or knowledge of any of the rights or equities of the complainant or of any one through whom he claims, set up in his
134 bill of complaint, or of any of the mutilations, alterations, forgeries or frauds, set out in said bill of complaint.

And your defendants further show unto your honors that neither the said Maria de los Angelos Castro, or the said Maria Jacinta Castro, has ever at any time since the year eighteen hundred and forty-one, claimed to be the owner of any right, title, or interest in or to

that portion of said Rancho Refugeo, so owned by the said Adna A. Hecox, as aforesaid.

And your defendants further show unto yours honors that the defendant, Samuel Adams, is the owner both at law and in equity, of all that portion of said Rancho el Refugio, bounded by a line commencing at a stake marked "A" on a pile of stones facing trees marked "B T," and a point of limestone boulders, and running thence west forty-four chains and seventy-two links to a stake marked "A 11," facing trees marked "B T," and running thence north forty-four chains and seventy-two links to a stake marked "A 111,"
135 facing trees marked "B T," and from thence east forty-four chains and seventy-two links to the place of beginning, containing two hundred acres more or less; and also all that portion of said Rancho el Refugio, bounded by a line commencing at a point on the Bay of Monterey, in a small inlet of said bay at the north side of the slide now used for shipping purposes, known as the Russian landing, where stood in the year eighteen hundred and fifty-eight a stake and running south seventy-four and one half degrees east three chains and sixteen links; thence south fifteen and one half degrees west three chains and sixteen links; thence north seventy-four and one half degrees west two and a half chains to said inlet of the bay, and from thence along the bay to the place of beginning, containing one acre more or less; and that he, the said defendant, Samuel Adams, deraigns title to both said tracts of land, as follows, to wit, on the second day of February, in the year eighteen hundred and fifty-eight, the said defendant, Moses A. Meader, was seized in fee simple of both of said tracts of land, and being so seized, he,
136 the said Moses A. Meader, on that day, sold the same to the said defendant, Samuel Adams, and the said Samuel Adams, on said last named day, purchased the same of the said Moses A. Meader, and then and there paid to the said Moses A. Meader the sum of two thousand five hundred dollars as the purchase price therefor, and the said Moses A. Meader, then and there by his certain deed of writing under his hand and seal, executed, acknowledged and delivered to the said Samuel Adams, sold and conveyed both of said tracts of land unto the said Samuel Adams, and unto his heirs and assigns forever.

And your defendants further show unto your honors that at the time the said Samuel Adams purchased the said land of the said Moses A. Meader, and at the time of said payment of the said purchase price to the said Meader therefor, and at the time of receiving said conveyance from the said Meader, neither the said Samuel Adams, nor any of his agents or attorneys, had any notice or knowledge of any of the rights and equities of the complainant, or
137 of any person under whom he claims set out in his bill of complaint, or of any of the mutilations, alterations, forgeries and frauds set out in complainant's bill of complaint.

And your defendants further show unto our honors that the defendant, Samuel Adams, is the owner both at law and in equity of all that certain other portion of said Rancho Refugio, which is

bounded by a line commencing at the northwest corner of the tract of land on which said Adams's lime-kiln was situated in the year eighteen hundred and sixty-two, where then stood a madarone stake, marked "A 1 1 1," designated by two leaning trees, faced and marked "B. T.," and running thence north fifteen chains and seventy-two links to a red wood post, marked "A 11," which stands on open land on the west bank of a shall ravine; then east nine chains and fifty links to a red wood stake at the southwest corner of the land of Jordan and Davis; thence east thirty-five chains and twenty-two links to a madrone stake, marked "A 111," which
138 stands on a bushy ridge, and is designated by two bearing trees, a madrone and a lilao, faced, and marked "B. T.;" thence south fifteen chains and seventy links to a stake, marked "A 111," which stands on the south bank of a running stream, designated by two bearing trees, faced and marked "B T"; thence west forty-four chains and seventy-two links to the place of beginning, containing seventy acres, and that he, the said defendant, Samuel Adams, deraigns title to said tract of land as follows, to wit: on the sixteenth day of June, in the year eighteen hundred and sixty-two, the said defendant, Moses A. Meader, was seized of said tract of land in fee simple, and being so seized, he, the said Moses A. Meader, on that day sold the same to the said defendant, Samuel Adams, and the said Samuel Adams, on the said last-named day, purchased the same of the said Moses A. Meader; and then and there paid to the said Moses A. Meader the sum of seven hundred and two dollars and ninety-nine cents as the purchase price therefor; and the said Moses A. Meader, then and there, by his certain deed of
139 writing under his hand and seal, executed, acknowledged, and delivered to the said Samuel Adams, sold and conveyed said tract of land unto the said Samuel Adams and unto his heirs and assigns for ever.

And your defendants further show unto your honors that at the time that the said Samuel Adams purchased the said land of the said Moses A. Meader, and at the time of said payment of the purchase price to the said Moses A. Meader therefor, and at the time of receiving said conveyance from the said Moses A. Meader, neither the said Samuel Adams nor any of his agents or attorneys had any notice or knowledge of any of the rights and equities of the complaint, or of any person under whom he claims, set out in his bill of complaint, or of any of the mutilations, alterations, forgeries, and frauds set out in the complainant's bill of complaint.

And your defendants further show unto your honor that all of said tracts of land so purchased by the said Samuel Adams,
140 are part and parcel of the land mortgaged by the said Jose Bolcoff, Maria Candida Castro, Juan Bolcoff and Francisco Bolcoff to the said Moses A. Meader, on the nineteenth day of March, in the year eighteen hundred and fifty-three, and that neither the said Maria de los Angelos Castro or Maria Jacinta Castro has ever claimed any right, title, or interest in the same, or any part thereof, since the year eighteen hundred and forty-two.

And your defendants further show unto your honors that the defendants, Isaac E. Davis and Albion P. Jordan are the owners both at law and in equity of all that portion of said land called Rancho el Refugio, which is bounded by a line commencing at the northeast corner of the land claimed by Moses A Meader, in the month of October, in the year eighteen hundred and fifty-three, and which was then called Moses A. Meader's land, at which corner stood a madrone tree, and running thence north two degrees, west nine chains and twenty-three links; thence north sixteen degrees and fifteen minutes, west six chains; thence north sixteen degrees and
141 thirty minutes, east six chains and nineteen links; thence north eleven degrees and thirty minutes, west two chains and fifty links; thence north nineteen degrees and fifteen minutes, west five chains and thirty-four links; thence north thirty-seven degrees and forty-five minutes, west forty-two chains and sixty-two links; thence south fifteen degrees and thirty-one minutes, west seventy-five chains and sixty-seven links; and thence north sixty-seven degrees, east fifty chains and thirty-six links to the place of beginning, containing two hundred acres more or less; and that they deraign title thereto as follows, to wit, on the fifth day of October, in the year eighteen hundred and fifty-three, Juan Bolcoff and Francisco Bolcoff was seized in fee-simple of said tract of land last above described, and being so seized, they, the said Juan Bolcoff and Francisco Bolcoff, on that day sold the same to the said defendants, Isaac E. Davis and Albion P. Jordan, who was then partners in business in the manufacture of lime; and the said Isaac E. Davis and Albion P. Jordon on the said last-named day, purchased the
142 same of the said Juan Bolcoff and Francisco Bolcoff, for their said partnership purposes, and then and there paid to the said Juan Bolcoff and Francisco Bolcoff the sum of two thousand dollars as the purchase price therefor; and they the said Juan Bolcoff, Francisco Bolcoff, Jose Bolcoff, by the name of Jose A. Bolcoff, and Maria Candida Castro by the name of Maria Candida Castro Bolcoff, by their certain deed of writing under their respective hands and seal, and by them executed, acknowledged, and delivered to the said Albion J. Jordan, sold and conveyed said tract of land, and all their and each of their right, title, and interest therein unto the said Albion P. Jordan, and unto his heirs and assigns for ever; which deed of conveyance was recorded in the office of the county recorder in and for said county of Santa Cruz, on the seventh day of October, in the year eighteen hundred and fifty-three, and the said Isaac E. Davis then and there intered into the active, open, exclusive, and notorious possession of said tract of land, and have continued to hold the actual, open, and notorious possession of the same until
143 after the commencement of this action, claiming the same as their own property adversely to the claims of every person whatsoever.

And your defendants further show unto your honors that at the time that the said Isaac E. Davis and Albion P. Jordan purchased the said land of the said Bolcoffs, and at the time of the said pay-

ments of the said purchase price to the said Bolcoff therefor, and at the time of the receiving of the said conveyance from the said Bolcoffs, neither the said Isaac E. Davis or Albion P. Jordan, nor any of their agents or attorneys, had any notice or knowledge of any of the rights or equities of the complainant, or of any person under whom he claims, set out in his bill of complaint, or of any of the mutilations, alterations, forgeries, and frauds set out in complainant's bill of complaint.

And your defendants further show unto your honors that the said Albion P. Jordan afterwards, to wit, on the twenty-eighth day of April, in the year eighteen hundred and fifty-seven, conveyed
144 one undivided half of said tract of land to the defendant, E. Davis.

And your defendants further show unto your honors that the defendants, Isaac E. Davis and Albion P. Jordan, are the owners, both at law and in equity, of a certain other portion of said Rancho el Refugio, bounded by a line commencing on the Dry creek, on said rancho, three miles from the coast, at the northeast corner of the land mortgaged by the said Bolcoffs to Moses A. Meader, on the nineteenth day of March, in the year eighteen hundred and fifty-three, and running thence along said mortgage line north to the summit of the ridge; and thence easterly along the ridge road to the northern corner of the land sold by the said Bolcoffs, and conveyed to the said Albion P Jordan as aforesaid, and thence southerly along the line of said land of said Jordan, to the place of beginning, embracing six hundred acres, exclusive of lands owned by Nutter and Case; and that they deraign title thereto as follows, to wit: on the tenth day of July, in the year eighteen hundred and fifty-five,
145 Juan Bolcoff, Francisco Bolcoff, Jose Bolcoff, and Maria Candida Castro, by the name of Maria Candida Bolcoff, conveyed all their, and each of their right, title, and interest in and to said tract of land to one John W. Watson, by their certain deed of conveyance by them, and each of them, signed, sealed, and acknowledged, and delivered to the said John H. Watson; which deed of conveyance was recorded in the office of the county recorder in and for the county of Santa Cruz, on the twenty-fourth day of September, in the year eighteen hundred and fifty-five; that on the first day of April, in the year eighteen hundred and fifty-six, the said John H. Watson was siezed of said tract of land, and being so seized, he, the said John H. Watson, on that day sold the same to the said defendants, Isaac E. Davis and Albion P. Jordan, who were then partners in business in the manufacture of lime; and the said Isaac E. Davis and Albion P. Jordan then and there purchased the same of the said John H. Watson for their said partnership purposes, and then and there paid to the said John H. Watson the sum of
146 nine hundred dollars, as the purchase price therefor; and the said John H. Watson, by his certain deed in writing, under his hand and seal, by him executed, acknowledged, and delivered to the said Albion P. Jordan, sold and conveyed said tract of land unto the said Albion P. Jordan, and unto his heirs and assigns forever.

And your defendants further show unto your honors that at the time that the said Isaac E. Davis and Albion P. Jordan purchased the said land of the said John H. Watson, and at the time of the said payment of the purchase price to the said John H. Watson therefor, and at the time of the receiving of the said conveyance from the said Watson, neither the said Isaac E. Davis or Albion P. Jordan, nor any of their agents or attorneys, had any notice or knowledge of any of the rights or equities of the complainant, or of any person under whom he claims, set out in his bill of complaint, or of any of the mutilations, alterations, forgeries, and frauds set out in complainant's bill of complaint.

147 And your defendants further show unto your honors that the said Albion P. Jordan afterwards, to wit, on the twenty-eighth day of April, in the year eighteen hundred and fifty-seven, conveyed an undivided half of said tract of land to the defendant, Isaac E. Davis.

And your defendants further show unto your honors that the defendants, Isaac E. Davis and Albion P. Jordan, are the owners, both at law and in equity, of a certain other portion of said Rancho el Refugio, bounded on the east by land known in the year eighteen hundred and fifty-six as Albion P. Jordan's land, and also by the rinco Rancho; on the northeast by the rincho Rancho; on the south by a line commencing where the west line of the said Jordan tract cuts the line of the land mortgaged by the said Bolcoffs to the said Moses A. Meader, on the nineteenth day of March, in the year eighteen hundred and fifty-three, and running along said mortgage line to such a point that a north line to the boundary of the rincon Rancho will include six hundred acres, exclusive of land conveyed to

148 Nutter & Case; and from thence on said north line to the boundary of the rincon Rancho; and that they deraign title thereto as follows, to wit: on the day of the month of , in the year eighteen and fifty-one, the defendant, Moses A. Meader, was siezed in fee simple of all of said tract of land, and being so seized, he, the said Moses A. Meader, then and there conveyed the same unto John H. Watson, and unto his heirs and assigns forever.

And afterwards, to wit, on the first day of April, in the year eighteen and fifty-six, the said John H. Watson was seized of said tract of land, as the owner thereof in fee simple; and being so seized, he, the said John H. Watson, on that day sold the same to the said defendant, Isaac E. Davis and Albion P. Jordan, who were then partners in business in the manufacture of lime; and the said Isaac E. Davis and Albion P. Jordan then and there purchased the same of the said John H. Watson for their said partnership purposes, and then and there paid to the said John H. Watson the sum of nine hun-

149 dred dollars, as the purchase price therefor; and the said John H. Watson, by his certain deed of writing, under his hand and seal, by him executed, acknowledged, and delivered to the said Albion P. Jordan, sold and conveyed said tract of land unto the said Albion P. Jordan, and unto his heirs and assigns forever.

And your defendants further show unto your honors that at the

time that the said Isaac E. Davis and Albion P. Jordan purchased the said land of the said John H. Watson, and at the time of the said payment of the said purchase price to the said John H. Watson therefor, and at the time of the receiving of the said conveyance from the said John H. Watson, neither the said Isaac E. Davis or Albion P. Jordan, nor any of their agents or attorneys, had any notice or knowledge of any of the rights or equities of the complainant, or of any person under whom he claims, set out in his bill of complaint, or of any of the mutilations, alterations, forgeries, or frauds set out in complainant's bill of complaint.

150 And your defendants further show unto your honors that the said Albion P. Jordan afterwards, to wit, on the twenty-eight day of April, in the year eighteen hundred and fifty-seven, conveyed one undivided half of said tract of land to the defendant Isaac E. Davis.

And your defendants further show unto your honors that neither the said Maria de los Angelos Castro, nor the said Maria Jacinta Castro has, at any time since the year eighteen hundred and forty-one, claimed or pretended to claim any right, title, interest, either at law or in equity, in or to said tracts of land so purchased by the said Isaac E. Davis, and Albion P. Jordan, or any part thereof.

And your defendants further show unto your honors that the defendants Alexander Moore, Thomas W. Moore, William H. Moore, Emeline Besse, wife of J. N. Besse, Elizabeth Moore, widow, and Elizabeth Moore, daughter of Eli Moore, deceased, Jantha Vestal and Rachel Vestal, are the owners, both at law and in equity, of all that certain portion of said Rancho el Refugio, lying between the

151 two first spring branches on the southeast corner of said Rancho Refugio, and which portion was known, in the year eighteen hundred and forty-eight as the Falez Place, and commencing at the point of the bank, at the mouth of the creek, where Jose Balcoff resided in the year eighteen hundred and forty-eight; and on the east side of a small lake or pond formed by the same creek, and running one thousand five hundred and sixty yards to the opposite bank of the creek were it enters into the ocean, near a large rock standing in the ocean at the mouth of said creek; thence along the eastern bank of said creek one thousand four hundred yards to the foot of the bluff; thence westerly along the foot of the bluff eight hundred and eighty yards to a creek; and thence southerly along said creek nine hundred and forty yards to the place of beginning; and that they deraign title thereto as follows, to wit: on the fifteenth day of February, in the year eighteen hundred and forty-eight, Jose Balcoff was seized and possessed of said tract of land as the owner thereof; and being so seized, he, on that day, sold the said tract of land to Eli Moore; and the said Eli Moore, then and there, purchased the

152 same of the said Jose Bolcoff, and then and there paid to the said Jose Bolcoff the sum of five hundred dollars, as the purchase price therefor; and the said Jose Bolcoff then and there by his certain instrument of writing, under his hand, by him executed and delivered to the said Eli Moore, sold and conveyed said tract of land

unto the said Eli Moore, and unto his heirs and assigns forever, which conveyance was afterwards, to wit, on the seventh day of February, in the year eighteen hundred and fifty-two, acknowledged by the said Jose Bolcoff, and was afterwards, to wit, on the sixteenth day of March, in the year eighteen hundred and fifty-two, recorded in the office of the county recorder, in and for the county of Santa Cruz, in Book of Deeds, volume one, pages three hundred and three, and following.

And your defendants further show unto your honors that at the time the said Eli Moore purchased the said land of the said Bolcoff, and at the time of the said payment of the said purchase price to the said Jose Bolcoff therefor, and at the time of the receiving of the said conveyance from the said Jose Bolcoff, neither the said Eli
153 Moore, nor any of his agents or attorneys had any notice or knowledge of any of the rights or equities of the complainant or of any person under whom he claims, set out in his bill of complaint, or of any of the mutilations, alterations, forgeries, or frauds set out in complainant's bill of complaint. But, on the contrary, your defendants aver, that at the time said conveyance was executed, both the said Maria Candida Castro, and Joseph L. Majors, the husband of the said Maria de los Angelos Castro, were present and well knew that the said Jose Bolcoff was selling and conveying said tract land to the said Eli Moore; and neither the said Maria Candida Castro nor the said Joseph L. Majors gave to the said Eli Moore any notice that either the said Maria Candida Castro or the said Maria de los Angelos Castro had, or claimed to have, any right, title or interest, either legal or equitable, in or to said tract of land, or any part thereof; but, on the contrary, he, the said Joseph L. Majors signed said deed of conveyance as a subscribing witness, thereto well knowing the contents thereof, and the said Maria Candida Castro, though not named in said conveyance as a party thereto, then and there signed the same, in connection with her said husband, well
154 knowing the contents thereof; and afterwards, on the first day of the month of January, in the year eighteen hundred and fifty-two, he appeared before the county clerk of the county of Santa Cruz, and then and there, after the contents of said conveyance had been explained to her, separate and apart from her husband, acknowledged to the said county clerk that she executed the same freely and voluntarily for the uses and purposes therein mentioned.

And your defendants further show unto your honors that the said Eli Moore died intestate, in said county of Santa Cruz, in the year eighteen hundred and fifty-five, leaving as his heirs at law him surviving, his wife, Elizabeth Moore, one of these defendants; three sons, viz: Alexander Moore, Thomas W. Moore, and William A. Moore, who are the three of these defendants; two deughters, viz: Emeline Besse and Elizabeth Moore, two of these defendants; and two granddaughters by a deceased daughter, viz: Janthe Vestal, and Rachel Vestal, two more of these defendants.

155 And your defendants further show unto your honors that neither the said Maria Candida Castro, Maria Jacintha Castro,

or Maria de los Angelos Castro, at any time after the year eighteen hundred and forty-one, ever claimed or pretended to claim any title or interest either legal or equitable in or to said tract of land so purchased by the said Eli Moore, or any part thereof.

And your defendants further shown unto your honors that the defendant Henry Ryan, who is sued by the name of John Doe, is in possession of a portion of said land owned and claimed by the said heirs of Eli Moore, deceased, by their permission, and as their tenant, and that he claims no other estate or interest in said premises, and no estate, right, title or interest in any other portion of said Rancho el Refugio.

And your defendants further show unto your honors that the defendant Robert F. Peckham is the owner, both at law and in equity, of all that certain portion of said rancho bounded by a line commencing on the bank of the sea coast, at a point bearing south,
156 seventy-one and one half degrees west from a certain large sand stone boulder, near the road leading up the coast, and on the side hill east of the Cajo Creek, said boulder being the one nearest the house where Janes Hay resided, in the year eighteen hundred and fifty-five, and running from said point, north thirty-five and one half degrees, east eighty-three chains and seventy-three links; thence north fifty-four and one half degrees west to the middle of the creek; forming the western boundary of the Rancho Refugio, called Laguna Creek; thence down the middle of said creek to where it empties into the Pacific Ocean; thence easterly along the line of tide water, on the coast of the said Pacific Ocean, to the place of beginning; and that he is so the owner of the same, through and under a certain deed of conveyance, which the said Jose Bolcoff, Juan Bolcoff, and Maria Candida Castro, by the name of Maria Candida Bolcoff, signed, sealed, acknowledged, and delivered to one John H. Watson, on the first day of June, in the year eighteen hundred and fifty-five, by which they, the said Jose Bolcoff, Juan Bolcoff, Francisco Bolcoff,
157 and Maria Candida Castro conveyed all of said tracts of land to the said John H. Watson, and unto his heirs and assigns forever; and by and through divers mesne conveyances from the said John H. Watson, to the said defendant Robert F. Peckham.

And your defendants further shows unto your honors that said deed of conveyance from the said Jose Bolcoff, Francisco Bolcoff, Juan Bolcoff, and Maria Candida Castro, was afterwards, to wit, on the first day of June, in the year eighteen hundred and fifty-five, recorded in the office of the county recorder in and for the county of Santa Cruz, in book "Three," of deeds, on pages seventy-eight and following:

And your defendants further show unto your honors that the defendant, Robert F. Peckham, is the owner, both at law and in equity, of all that certain other portion of said Rancho el Refugio, bounded by a line commencing at the northeast corner of the tract of land last above described, and running thence north thirty-five degrees east five chains; thence north fifty-four degrees and thirty minutes
158 west to the middle of the creek, forming the west boundary of

the Rancho Refugio, called Laguna creek; thence down the middle of said creek to the northwest of the tract of land last above described, and thence to the place of beginning; and that he is so the owner of the same through and under a certain deed of conveyance which the said Jose Bolcoff, Maria Candida Castro, by the name of Maria Candida Bolcoff, Juan Bolcoff, and Francisco Bolcoff, signed, sealed, acknowledged, and delivered to the said Robert F. Peckham and John H. Coult, on the first day of June, in the year eighteen hundred and fifty-five, by which the said Jose Bolcoff, Maria Candeda Castro, Juan Bolcoff, and Francisco Bolcoff, conveyed all of said tract of land to the said Robert F. Peckham and John H. Coult, and unto their heirs and assigns forever, and by and through divers mesne conveyances from the said John H. Coult, to the said defendant, Robert F. Peckham.

And your defendants further show unto your honors that said deed of conveyance from the said Jose Bolcoff, Maria Candida Cas-
159 tro, Juan Bolcoff, Francisco Bolcoff, was afterwards, to wit, on the first day of June, in the year eighteen hundred and fifty-five, recorded in the office of the county recorder in and for said county of Santa Cruz, in Book of Records, volume three, pages eight, ten, and following.

And your defendants further show unto your honors that all and every of the conveyances from the said Maria Candida Castro, Maria Jacinta Castro, and Maria de los Angeles Castro, under which the complainant in this action claims title, were all executed long after the execution and recording of the separate and different conveyances from the said Maria Candida Castro and Maria Jacinto Castro, in this answer before set forth, and under which these defendants claim title as against the complainant, to their respective portions of said Rancho el Refugio.

And your defendants deny that by the deed alleged in complainant's bill of complaint to have been made by Ferdinand Vassault to complainant, dated the second day of May, in the year eighteen hun-
dred and sixty-four, there was vested in complainant any
160 rights, interests, or equities, in said Rancho el Refugio, or that the said Ferdinand Vassault ever had any interest, rights or equities in said rancho, which he could by said deed convey to the said complainant, or that the said complainant was at the commencement of this suit the owner of any rights or equities in said rancho, or any part thereof, as against these defendants.

And your defendants further show unto your honors that the defendant, Harvey Swarthout, who has been served with process in this action, and who supposes that he is described by some of the fictitious names in complainant's bill of complaint, is in possession of a small portion of the Rancho el Refugio, being a portion of that part of said rancho mortgaged by the said Bolcoffs to Moses A. Meader, on the nineteenth day of March, in the year eighteen hundred and fifty-three, as before stated in this answer, as the tenant of the said Moses A. Meader, and that he claims no other estate, right, title, or interest, in or to said portion so in his possession, and that he claims

161 no estate, right, title, or interest, either legal, equitable, in or to any other portion of said Rancho el Refugio.

Wherefore, may it please your honors to grant that the complainant's bill, as against these defendants, may be dismissed, and that they may have a decree of this honorable court for the payment of their costs in this action laid out and expended, and for such further relief in the premises as may be agreeable to law, equity, and good conscience, and they will ever pray.

By R. F. PECKHAM,
Solicitor for said Defendants.

Endorsed: Filed Decemb. 4, 1866. Geo. C. Gorham, clerk. By Dan'l T. Sullivan, deputy.

162

163 In the Circuit Court of the United States in and for the northern district of California.

Order extending time 40 *days from Dec.* 14, '65.—*File, replication, &c.*

CHARLES E. NORTON
vs.
JOSE BOLCOFF *et al.*

The complainant may have forty days from this date in which to amend his complaint, file replication, or exceptions to answers of defendants, on file in the above action, and the clerk may enter an order to that effect.

Dec. 14, 1865.

F. M. HAIGHT.

Endorsed: Filed Dec. 14, 1865. Geo. C. Gorham, cl'k. By S. Neall, dep.

164

165 In the Circuit Court of the United States in and for the northern district of California.

Affidavit.

CHARLES E. NORTON
vs.
JOSE BOLCOFF, *et al.*

COUNTY OF SAN FRANCISCO, *ss:*

John W. Dwinelle, being sworn, says: I am one of the solicitors for complainant in this cause. Answers were filed therein for R. F. Ryan, on Novemb. 25, 1865, and for R. F. Peckham and others, on December 4, 1865, and that I got a rule entered on December 14, 1865, by order of Judge Haight, giving complainant 40 days from said Dec. 14, 1865, in which to amend his complaint, file replication or exception to answer of defendants, and directed one of my clerks

to enter in the daily journal kept in my law office, the day on which said order would expire. He did so, but by mistake entered the day of expiration in said journal, as of the 16th day of Feb-
166 ruary, instead of the 23rd day of January, 1866. I enquired often of my clerk when said order would expire, and was as often informed that it was the said 16th day of February, and never knew or suspected the contrary, until after the order had really expired, namely, about the said sixteenth day of February, when I was about to take proceedings to extend the said order. The answer put in by the said R. F. Peckham and others, and newly discovered evidence obtained since the same was so put in, will require amendment of the complaint, unless that necessity can be obviated by stipulation. That course of making such stipulation has been proposed by R. F. Peckham, esq., on his own behalf, and on that of the co-defendants for whom he appears, and I have intimated to him that I would consent to it, provided other defendants who shall be served and shall appear, do not object. In order to accomplish this, I intended to keep the said order open, and should have done so, except for the accident above stated. To accomplish the purpose above stated, it will be necessary to have the said order continued until about March 20, 1866.

167 (Signed) J. H. DWENILLE.

Sworn before me this 20th February, 1866.

DAN'L T. SULLIVAN,
U. S. Comm'r.

[5-ct. stamp.]

Endorsed: Filed Feb'y 20, 1866. Geo. C. Gorham, clerk, S. Neall, dep. clerk.

168

169 United States Circuit Court in and for the northern district of California.

Order.

CHARELS E. NORTON }
vs.
JOSE BOLCOFF, *et als.* }

On filing affidavit, and on motion of Mr. Dwinelle, of counsel for complainant, it is ordered that the complainant have until the twelfth day of March, 1866, inclusive, in which to file exceptions and replication to the answers filed in this cause, or to amend his complaint therein, and that this order to that effect be entered nunc pro tunc, as of Jan. 23, 1866. Also, that this order be served forthwith on the solicitors of those defendants who have filed answers in this cause.

Endorsed: Dr. Order for further time. Shafter, Gould & Dwinelle, solicitors for complainant. Geo. C. Gorham, clerk, pr. S. Neall, dep'y.

170

171 In the Circuit Court of the United States, tenth circuit, for the northern district of California.

Motion to set aside order, &c.

CHARLES E. NORTON, complainant,
vs.
JOSE BOLCOFF, *et al.*, defendants. } In Equity.

The defendants, Jose Bolcoff, Moses A. Meader, Samuel Adams, Albion P. Jordan, Isaac E. Davis, Robert F. Peckham, Adna A. Hecox, Henry Ryan, Harvey Swarthout, George Pace, Alexander Moore, Thomas W. Moore, William H. Moore, Emeline Besse, J. N. Besse, Janthe Vestal, Rachael Vestal, Elizabeth Moore, widow of Eli Moore, deceased, and Elizabeth Moore, daughter of Eli Moore, deceased, move the court to vacate and set aside the order made and entered in this case, on the 20th day of February, A. D. 1866, granting the complainant until the 20th day of March, A. D. 1866, in which
172 to file exceptions or replications to the answers filed in this cause, or to amend his complaint therein, so far as the order is operative against them, the said defendants, because—

1st. Said order was improvidently granted.

2nd. Said order was irregular, and contrary to the rules adopted by the Supreme Court of the United States, for the government of this court in chancery cases.

And said defendants move the court that the complainant's bill be dismissed as against them, because no replication has been filed to their answer, within the time limited by the said rules of the said Supreme Court.

And said defendants further move the court for such other and further relief in the premises as may be according to equity and good practice.

San Jose, Feb'y 24th, A. D. 1866.

R. F. PECKHAM,
Solicitor for said Defendants.

The clerk will enter an order continuing the foregoing motion, until the next rule day.

173 Feb'y 5, A. D. 1866.

R. F. PECKHAM,
Solicitor for Missing Parties.
SHAFTER, GOULD & DWINELLE,
Compl't's Solicitors.

Received copy of the within, Feb'y 27, 1866.
SHAFTER, GOULD & DWINELLE,
Complainant's Solicitors.

Endorsed: Filed Feb'y 27, 1866. G. C. Gorham, clerk. S. Neall' dep. clerk.

174

175 In the Circuit Court of the United States for the northern dist. of California.

Motion.

CHARLES E. NORTON
vs.
JOSE BOLCOFF, *et al.*

The complainant moves for an order that he have until the tenth day of April, 1866, to amend his bill or file exceptions or replication to the answers on file, and for such other and further relief as to the court may seem proper, and that the order entered in that behalf be entered nunc pro tunc, as of the 23rd of January, 1866, said motion to be made on the pleadings on file, and on an affidavit on file, made March 5th, 1866, by John W. Dwinelle.

To R. F. PECKHAM Esq.,
Solicitor for Jose Bolcoff, *et als:*

Please take notice of the above motion, and that it will be heard at the next rule day, on the first Monday of April, 1866.

Yours,

SHAFTER, GOULD & DWINELLE,
Sol'r for Compl't.

176 CITY AND COUNTY OF SAN FRANCISCO, *ss:*

John W. Dwinelle, being sworn, says: I am one of the solicitors for complainant in the preceding entitled cause, and I personally delivered a copy of the preceding papers, and also of the affidavit therein mentioned, to R. F. Peckham, esq., solicitor for Jose Bolcoff *et als* in this cause, at San Francisco, on November 5th, 1866.

JOHN W. DWINELLE.

Sworn before me this 5th March, 1866.

DAN'L T. SULLIVAN,
U. S. Comm'r.

Endorsed: Filed March 5th, 1866. Geo. C. Gorham, clerk. By Dan'l T. Sullivan, deputy.

177 In the Circuit Court of the United States, tenth circuit, for northern district of California.

Motion and orders.

CHARLES E. NORTON
vs.
JOSE BOLCOFF, MOSES A MEADER, *et al.* } In Equity.

On motion of R. F. Peckham, solicitor for the defendants, and on stipulation this day filed, between complainants and defendants, it is hereby ordered that this case be dismissed as to the defendants Jose

Bolcoff, Alexander Moore, Thomas W. Moore, William A. Moore, Emeline Bessie, wife of J. N. Besse, Elizabeth Moore, widow, and Elizabeth Moore, daughter of Eli Moore, deceased, Rachel Vestal, and Janthe Vestal.

And on like motion and stipulation, it is further ordered that Moses A. Meader, Samuel Adams, Albion P. Jordan, Isaac E. Lewis, Robert F. Peckham, Henry Ryan, Adna A. Hecox, Harvey Swarthout, and George Pace, have leave to amend their answer,
178 filed on the 4th day of December, A. D. 1866, in manner and form as is agreed upon in said stipulation, and that said amendment be made on said original answer now on file.

And on like motion and stipulation, it is further ordered that the motion of said defendants and others, now pending and undetermined in this case, to dismiss complainant's bill as to them, be itself dismissed.

And on like motion and stipulation, it is further ordered that complainant's motion, now pending and undetermined in this case, for an extension of time in which to amend his bill, or except, or reply to defendants' answer, be dismissed.

San Francisco, March 29, 1866.

Endorsed: March 29, 1866. Geo. C. Gorham, clerk. By S. Neall, Deputy.

179 In the Circuit Court of the United States in and for the northern district of California.

Replication to answer of Jose Bolcoff et al.

CHARLES E. NORTON, complainant,
vs.
JOSE BOLCOFF *et al.*, defendant.

The replication of Charles E. Norton, complainant, to the separate answer of Jose Bolcoff, and divers other defendants joining with him in that behalf, and heretofore filed by R. T. Peckham, esquire, their solicitor therein, to the bill of complaint of the said complainant.

This repliant, saving and reserving to himself all and all manner of advantage of exception to the manifold insufficiencies of the said answer for replication thereunto, says: That he will aver and prove his said bill to be true, certain, and sufficient in law to be answered unto; and that the said answer of the said defendants is uncertain,
180 untrue, and insufficient to be replied unto by the repliant, without this, that any other matter or thing whatsoever, in the said answer contained, material or effectual in the law, to be replied unto, confessed, and avoided, traversed or denied, is true; all which matters and things this repliant is, and will be ready to aver and prove, as this honorable court shall direct, and humbly pray, as in and by his said bill he has already prayed.

SHAFTER, GOULD & DWINELLE,
Solicitors for Compl't.

Endorsed: Filed March 29th, 1866. Geo. C. Gorham, clerk. S. Neall, D. C.

181 U. S. Circuit Court, northern dist. of Cal.

Substitution of attorneys.

C. E. NORTON, complainant,
vs.
JOSE BOLCOFF *et al.*

We stipulate and consent that Harmon & Whitney be substituted for us as solicitors for the complainant in this action, and that all command or other rules necessary for that purpose be entered.

Ap'l 5, 1866.

SHAFTER, GOULD & DWINELLE,
Sol's for Compl't.

Endorsed: Filed May 12th, 1866. Geo. C. Gorham, clerk. By S. Neall, D. C.

182

183 United States Circuit Court, tenth circuit, State of California.—June term, 1866 Hon. Stephen J. Field, justice. Andrew J. Marsh, official reporter.

CHARLES NORTON,
vs.
MOSES A. MEADER *et als.*

Counsel for complainant, J. B. Harmon, Geo. C. Whitney.

Counsel for defendants, R. F. Peckham, Patterson, Wallace & Stow, R. F. Ryan.

SAN FRANCISCO, CAL., *July* 11, 1866.

In the above entitled cause Andrew J. Marsh, reporter of this court, was requested to report the testimony and proceedings
184 verbatim, each party agreeing to pay one-half the reporter's fees in gold coin.

Mr. Harriman made an opening statement of the case for complainant.

Counsel for defendants waived an opening for the present.

Testimony for Complainant.

R. C. Hopkins called for complainant—sworn.

Examined.

By Mr. Harman:

Q. State your occupation; what your especial business has been the last eight or ten years?

A. I have had charge of the Spanish archives in the office of the United States Surveyor General for the last eleven years, generally.

Q. Have they been in your exclusive possession?

A. Yes, sir.

Now please take Expediente No. 131, the expediente of the grant to the three sisters, and exhibit that to the court.

185 Mr. Peckham. We might as well make the point here that we object to the taking of any oral testimony in this cause, for the reason that under the law and the rules prescribed in the court of the United States for the government of chancery cases; all testimony in chancery cases must be taken by deposition, and within a certain limited time after the cause is commenced, after argument.

The Court. It is a very doubtful point, and I am not disposed to decide it now. I shall admit the testimony, subject to the objection.

Mr. Harman:

Q. Take the espediente; that is the espediente No. 131, and state generally now what the Spanish records in your office show in relation to grants of land to the three sisters Castro?

Mr. Peckham. We object to presenting documents in that way.

186 Mr. Harman:

Q. State what that paper is; explain it.

A. It is an espediente, No. 131, in which Maria Candida Castro, Maria Jacinta Castro, Maria de los Angeles Castro, on the 13th of February, 1839, petitioned for a place called El Refugio. On the same day it is referred by the Governor to the Mayor domo of the Mission of Santa Cruz.

The Court:

Q. It will show for itself. You may say it is a paper showing a petition for a certain place, with reference so and so, without stating any particulars.

A. It is the espediente and concession, and the approval of the departmental assembly.

Q. You may state generally what it contains.

A. 1st. A petition for a grant of land. 2d. An order of reference to the Mayor domo of the Mission of Santa Cruz. 3d. Report
187 of the Mayor domo. 4th. Provisional grant by Governor Alvarado. 5th. Order of reference to the Prefect. 6th. Report of the Prefect. 7th. Decree of concession by the Governor. 8th. Certificate of approval by the Departmental Assembly.

Mr. Harmon. We now offer the espediente in evidence, and will supply a translation.

Mr. Peckham. We object.

The Court:

Q. Is it a paper from the archives in the custody of the surveyor general?

A. Yes, sir.

Q. You are keeper of the archives there?

A. I am; yes, sir.

The Court. If it is not relevant or proper I shall not regard it.

I always consider testimony as being in subject to ojections, which you may make when you come to argue the case.

188 Mr. Peckham. We merely desire to save ourselves from being put in the position of having assented to its introduction.

Mr. Harman:

Q. Have you the records of the departmental assembly for the year 1840?

A. I have, sir.

Q. State whether you find in that record book any reference to this grant or espediente?

The Court. You have not got in a grant yet, you have only identified a paper.

Mr. Harman. Yes, sir; I offered it in evidence.

Mr. Peckham. I suppose it may be considered as read, and a sworn translation to be put on file to morrow or next day.

Document read. (Translation inserted subsequently.)

Mr. Harman:

Q. Now state whether or not there is anything in the records of the departmental assembly with reference to that espediente?

189 The Court. That is with reference to the petition for a grant by these three persons.

Mr. Harman. Yes, sir.

A. The record of the concession of the 22 of May, 1840.

Mr. Peckham. As this document is now in evidence, and as there is no translation accompanying it, let Mr. Hopkins give a statement of its contents from the document itself, not, however, waiving the written translation.

A. It is a petition of the three sisters Castro, 13th February, 1839, for the place called El Refugio. On the same day, the 13th of February, it was referred by the Governor to the Mayor domo of the Mission of Santa Cruz; on the 10th of March, 1839, the Mayor domo reported favorably. On the 16th of March, 1839, the

190 governor made a provisional grant while the matters were pending.

Q. Now read that?

A. (Reading.) "At this date, there is conceded provisionally to the interested parties, the land mentioned, subject to the result of the expediente," that is subject to the final determination on the petition. That is the 16th of March; on the same day, the 16th of March, it was referred to the Prefect, Jose Castro. On the 20th of March, 1839, Castro made a favorable report on merits of the petition. On the 8th of April, 1839, the governor made s decree of concession to Dona Maria Candida Castro, Dona Maria Jacinta Castro, and Don Jose de Bolcoff. The name of Bolcoff seems to have been substituted for a name erased.

The Court. Is there any means of finding out what is erased?

Mr. Harman. In connection with that we will produce the Jimeno Index; the same erasure is there.

191 Mr. Peckham. That is not in yet.

Q. Just read the whole document, the order of concession?

A. (Reading.) "Monterey, April 8th, 1839: In view of the petition with which these proceedings commence, and the report of the senor Prefect of the first district, and all other matters necessary to be considered in accordance with the laws and regulations on the subject, Dona Maria Candida Castro, Dona Maria Jacinta Castro, and Don Jose de Bolcoff, are declared owners of the property or land known by the name of El Refugio, as shown by the accompanying map in the espediente, and under the conditions set forth in the title. The boundaries being from the rancho of Gil Sanchez, as far as the mission of Santa Cruz, subject to the conditions set forth in the law of the 18th of August, 1824, and the regulations of the 21st of November, 1828. Let the corresponding title issue;

192 let registry be made thereof in the respective book, and reserve this espediente for the action and approval of the most excellent departmental junta. Thus the Senor Don Juan de Alvarado, Governor of the Department of the Californias, thus decreed, ordered, and signed, which I attest.

(Signed) ALVARADO.

The Court:

Q. Do not you find cases of erasure upon the archives?

A. Yes, sir.

Q. In all those cases do not you find interlineations in writing over them?

A. Yes, sir, ordinarily; and generally a note is made at the bottom of the page, where the interlineation occurs referring to it.

Q. Whose handwriting does that appear to be over the erasure?

A. Well, to my eye, it resembles the writing of Manuel Jimeno.

Mr. Harman. Well, go on.

A. The next is March 30 or 31, 1840. It appears to have

193 been submitted to the departmental assembly, and there is a certificate signed by Jose Fernandez, on the 22d of the same month. He says that it was returned with the order of approval. The espediente ends with the certificate of Governor Alvarado.

Mr. Peckham:

There is no litule?

A. No, sir. The last document is the certificate given by Alvarado, that on the 22 of May, 1840, the titule was approved and the certificate was given to Dona Maria Candida Castro, for herself and for her sisters.

Q. Mr. Hopkins, read to the court the title page of that espediente?

A. "Espediente instituted by Don Jose Bolcoff, petitioning for the land known as El Refugio."

Q. Do you know that handwriting?
A. Yes, sir. It is the handwriting of Manuel Jimeno.
Q. Were you acquainted with Manuel Jimeno?
A. No, sir, I was not. I think he died in 1855. I never saw him that I know of, and I have understood that he died in
194 1855, in the City of Mexico.
Q. You were not acquainted with him personally?
A. No, sir. I never saw him.

Mr. Harman:

Now turn to the entry in the departmental assembly records, if you have any, as to the espediente of the three sisters, and state what you find?

A. On the record of journals of the 22d of May, 1840, I find—
Q. What is that you refer to?
A. It is minutes and journals of the territorial deputation of 1840.
Q. You got it from the records?
A. Yes, sir. I find No. 131; that is the espediente, the concession made by the departmental governor, on the 8th of April, 1839, of the land called Refugio, to the persons of Dona Maria Candida Castro, Dona Maria Jacinta Castro, Dona Maria de los Angles Castro, is approved this 22d day of May, 1840.

The Court. So the confirmation is to the three sisters?
195 Mr. Harman. We now offer that in evidence.
Mr. Peckham. If it is offered for the purpose of proving the grant, we object to its admissibility until a grant is shown.

The Court. I will take it subject to the objection. Document read.

196

197 Mr. Harmon:

Q. Now have you a book called the Toma de Rezon of the prefect of the first district?
A. Yes, sir.
Q. Just state where you got it, and what it is, and give a general description of it; then I will ask particularly as to the point to which I wish to call attention.
A. It is a book which I got in the archives, and contains a record of the grants made in the first district.
Q. Between what dates?
A. The first entry is the 27th of March, 1839, a few days after Jose Castro was appointed prefect. He was appointed, on the 10th day of March, prefect of that district, and this record commences on the 27th of March, that is the first grant bears that date; and the last date is on the 30th of July, 1840. It contains sixteen
198 entries; it is a register of sixteen grants made during that period.
Q. What is entry No. 8?
A. Entry No. 8. "His excellency the governor of the depart-

ment conceded, on the 8th of April, 1839, to Dona Maria Candida Castro, Dona Maria Jacinta Castro, Dona Maria de los Angeles Castro, the place named El Refugio, which is entered in this registry, on this 9th day of April, 1839." Jose Cavarrubias was at that time secretary of Jose Castro.

Q. There are other entries in that book, are there not, of titulos or grants.

A. Yes, sir. No. 9 is for the valley of San Jose.

Q. How do you know that the entries is of grants and not of concessions? How many grants here are there which are now filed in the land commission, but only noted?

A. Some five of these I know. Some of them are made by
199 the prefects, and of course they are recorded in full or at length, while those, which are made by the governor and sent to the prefect, are only noted. I believe I have examined all that were made by the governor; I think they are all filed in the archives.

Q. Of the nine made by the governor, you have found on file on the grants in the archives entries corresponding with the entries in the prefect's book?

A. Yes, sir.

Q. Nine I think; I counted?

A. It may be—the custom was that when a grant was made, the register was kept in the office of the secretary of state, and the secretary of State made an order, referring it to the prefect, by whom it was noted. Thereupon the prefect made the entry in this book, and endorsed the entry upon the grant itself, as is shown by this.

Q. For the purpose of showing that these are grants and
200 not concessions or titulos, take case of No. 9 of the valley of San Jose.

Mr. Peckham. (We object to the competency of this testimony to show a grant, and as entirely irrelevant.)

The Court. It is one circumstance, and by itself perhaps it is of no consequence, but in connection with other matters it may be of consequence.

Mr. Harman:

Q. What is the date of that entry of the valley of San Jose?

A. The 10th of April, 1839.

Q. Two days after this espediente. On that grant are there the endorsements you speak of?

A. Yes, sir. It is the 10th of April, 1840.

The court. This testimony goes in for what it is worth, sub-
201 ject to any objection, which you may raise afterwards.

Mr. Harman:

Q. Take any of those grants you find there. Do you find any endorsement on them? Did you find any of those nine grants approved by the departmental assembly in 1840—any of the nine grants in this book?

Mr. Peckham: It is probably better to have some more distinct understanding about this matter. My understanding is that if this case should go up a copy of the testimony is to be certified by your honor. Now will your honor allow us to incorporate in that copy, before it is sent, any objection, although not stated now?

The Court. Certainly. You say you object to the testimony, and I say I will take it, subject to the objection; then when you
202 sum up, you can argue the objection, and I shall rule upon it, when I decide the case.

Mr. Peckham: We would like to get the objections upon the record.

The Court: Well, perhaps, it is as well to make your objection. You may state your object., Mr. Harman.

Mr. Harman. It is that it tends to show a grant.

Mr. Peckham. It is objected to as incompetent for the purpose.

The Court. I overrule the objection, because, although standing by itself, it would not amount to anything, yet when the evidence is all in, I can see what relation it will have in connection with a variety of circumstances, possibly, which taken together, might create a conviction that there was a grant. I will overrule your
203 objection, and you may take your exception.

Mr. Harman:

Q. In this Toma de Rezon of the prefect, do you find, sometimes, the grant and concession of the same or different dates?

A. Sometimes on the same day, and sometimes the grant is made sometime afterwards.

Q. Now, then, when there is a difference of date of the concession and titulo, to what does the Toma de Rezon refer, the titulo or the concession?

A. It refers to the titulo.

Q. In all cases to the titulo.

A. Yes, sir.

Mr. Peckham:

What is the character of this book, or where did it originate?

A. It was brought, I think, with other papers from Monterey in 1858—either from there or from Benecia. Mr. Stanton had
204 these records gathered up.

Q. It was brought to the surveyor general's office in 1858 from Monterey or Benecia?

A. Yes, sir; it was not among the records deposited with the surveyor general in 1851.

Q. Do you not know then what place it was brought from nor where it was found?

A. No. Nothing further than that fact, that it was with those papers that were gathered up at Monterey or Benecia.

Q. To whose office does that book purport to belong originally?

A. To the prefect there.

Q. The prefect of what place?

A. San Juan Bautista.

Q. Does it purport to contain copies of grant or titulos?

A. Yes, sir; there are titulos here—there are some four or five grants copied at length in this book, and the rest noted.

Q. Those four or five copied at length were made by whom,
205 the governor or the prefect?

A. The prefect.

Q. Does it contain any grants copied at length by the governor?

A. I think not. No, sir, those are only noted.

Q. Does this entry, supposed to relate to the titulo of Jesus Castro, purport to be a copy of any grant?

A. No, sir; it is merely an entry of the issuance of a grant or concession.

Q. A mere memorandum?

A. A mere memorandum; yes, sir; a note of the issuance or the making of a concession or grant.

Q. That book did not belong to the governor's office nor the secretary of state?

A. Nor, sir; I think the prefect was required to keep in his prefecture a book of this kind.

Q. That is a question of law, Mr. Hopkins?

A. No, sir; it did not belong to the office of the secretay
206 of state.

Q. But it belonged to the prefect's office?

A. To the prefect's office.

Q. It is a mere memorandum or entry of concessions made by the governor?

A. Yes, sir.

Mr. Peckham. Now, if the court please, we object to the admissibility of that document, for the reason that it is not an official book, and that it is no part of the official duty of the prefect to keep a record of a reference to grants made by the governor.

The Witness. I see a discrepancy in dates here, which I had not observed. There is a discrepancy of one year in the entry in the Toma de Bazon, and the date of the grant. That is the 10th of April,
1840, and the other is the 10th of April, 1839. I had not
207 observed that before.

Mr. Peckham. We make the further objection that this book is not shown to be an official book or record, properly belonging to the surveyor general's office, and it is not shown where the book was found, or that it had any official character. The witness only states that it purports on its face to be such.

Mr. Harman:

Q. Secretary Cavarrubias was secretary of the prefect at that time?

A. Yes, sir, he was at the time secretary of Castro. I know it is the handwriting of Cavarrubias, who was then secretary of the prefect.

The Court:

Is there any certificate upon it?

A. No, sir.

Mr. Harman:

Q. By examining the grants, do you find them directed to
208 be entered by the prefect?

A. Yes, sir.

Q. Cavarrubias was his secretary?

A. Yes, sir; I know as a matter of history that he was his secretary in 1839.

The Court:

How did that book come to your office?

A. In 1858 Mr. Stanton collected these documents, and this among them, I think this was in Monterey. There were immense quantities of loose papers at Monterey, Los Angles, and Benecia, and this was among those.

The Court:

I am very much inclined to think that the proof is not sufficient. I will admit it for the present.

(Book read.)

209 Mr. Peckham:

Q. Is it not a fact that the secretary of State himself kept a book in which a note or memorandum was made of all grants made by the governor?

A. Yes, sir.

Q. How, then, do you determine that the direction in that act of concession, that a note should be taken of it in the proper book, referred to that book which you suppose comes from the prefect's office?

A. It refers to the prefecture.

Q. Refers to the prefect?

A. Yes, sir.

Q. I am asking now about the espediente. I understand you to say that the act of concession and espediente No. 131—probably I misunderstood you—but I understood you to say that there was an order or direction that it should be entered in the book pro-
210 duced, which you supposed to have come from the prefect's office?

A. No, sir. This refers to the secretary of State's office.

Q. There is no direction to enter it at the prefect's office?

A. No, sir; not at all. There is no order of that kind upon the grant.

Mr. Harman:

Q. Have you the grant to Jose Bolcoff?

A. Yes, sir.

Q. And the papers in connection with it?
A. Yes, sir.

Mr. Peckham. That book is understood to be in for the present, then?

Mr. Harman:

Q. What grant is that you have?
A. Grant of Governor Alvarado to Jose Bolcoff.
Q. What is the date?
A. It is dated on the 7th of April, 1841.

Q. Is that the grant upon which confirmation and decree
211 was made by the land commissioner in No. 214?

Mr. Peckham. That is not the way to prove it; but we will admit that fact.

Mr. Harman. You admit, then, that that is the grant to Bolcoff on which the patent was granted.

Mr. Peckham. Yes, sir. Do you admit that it is a genuine document?

Mr. Harman. No, sir.

Q. Now, where did that paper purporting to be a grant from Alvarado, come from?
A. It was filed by the claimant in the land commission.
Q. Is there anything in the archives relating to that paper, except the espediente No. 131, which you have shown the court?
A. That is all.

Q. What is there else in the archives relative to that grant?
212 A. There is what purports to be a grant.

The Court:

Q. Is not this in the archives?
A. No, sir; this was in the custody of the claimant until filed in the land commission.
Q. Was there no separate espediente in relation to that?
A. No, sir.

Mr. Harman:

Q. Any petition?
A. No, sir.
Q. No espediente?
A. No, sir.
Q. Nothing at all in reference to that grant?
A. Nothing except this espediente, No. 131.

The Court:

Q. Nothing independent in reference to it?
A. No, sir.

Mr. Harman:

Q. Has that been confirmed?
A. Yes, sir.

Q. What is the date of that?

213 A. The 7th of April, 1841.

Q. What is the date of the other?

A. The 8th of April, 1839.

Q. Was there any other paper presented to the land commission with that grant?

A. There was a record of juridical possession and a copy of the map, certified to by Manuel Jimeno.

Q. Have you that record here?

A. Yes, sir.

Q. I want it for identification only, now. It is a record of judicial possession, and then a certificate of Alvarado?

A. Yes, sir.

Q. That came from the hands of the claimant?

A. They were filed by the claimant in the land commission.

The Court:

There was nothing in the archives with reference to it, except that espediente?

A. That is all.

The court. Do you contend that that espediente applies to

214 the grant of Bolcoff?

Mr. Peckham. Yes, sir; we shall connect it, I think. We have no knowledge of any other espediente, but we do not want to admit anything on the subject.

The Court. It is very easy to find out what names were under those erasures. Any druggist in the city can bring it all out.

Mr. Harman. I do not know but your honor had better order it done, then.

Q. Have you examined the archives, Mr. Hopkins, to see whether there is any other instance than this where a title was granted?

The Court:

Have you the records of the land commission here?

215 A. Yes, sir; I have them, but they are not in court.

Q. Was that expediente given in evidence before the land commission?

Mr. Harman. No, sir.

Mr. Peckham. The only document before the land commissioners was the grant to Jose Bolcoff, an accompanying record of juridicial possession, and the certificate of Governor Alvarado attached to the grant. We got a patent on the grant.

Mr. Harman:

Q. Let me ask you this question, Mr. Hopkins, do your archives show any instance in which an expediente being down to the day of concession, to one person, then the grant is finally issued to another upon an erasure of the names contained in the concession, for

216 instance, or any proceeding subsequent to the espediente?

A. No, sir; they do not.

Q. The archives show no instance except this, then, where a grant has issued to one party for a concession made to another by erasure of names.

A. No, sir.

Q. What was the custom, as the archives show, in reference to relinquishing a right?

A. Well, very often, or at least sometimes, a party getting a grant would abandon or relinquish it in behalf of another.

Q. How?

A. By petition to the governor, relinquishing it, or the other party would make a petition, asking for the land obtained. Then the governor would perhaps require the reports made to be satisfactory.

Q. That was all matter of record.

A. Yes, sir; all matter of record. I suppose it was done
217 either that way or by denouncement; that was the only way I suppose.

Q. Is there a certificate of approval by the departmental assembly on the grant to Bolcoff?

A. Yes, sir; it is a certificate accompanying it.

Q. Just read that.

A. (reading.) "Juan B. Alvarado, constitutional governor of the department of the Californias, the most excellent departmental junta, by resolution of 22d of May, of the present year of 1841, approved the report of the Committee on Agriculture upon espediente, in relation to the land named Refugio, adjudicated to the party named Don Jose Bolcoff, which report is as follows: The concession made by the Superior Departmental Gov't, on the 8th of April, 1839, of the land called el Refugio, to D'n Jose Bolcoff, is approved;
218 and in accordance with the decree of the 13th of June last, found in the espediente referred to, this certificate is given to the interested party for his security.

"Monterey, 28th of July, 1841.

"ALVARADO JIMENO."

Q. That is the approval, and the date of the 22d of May, 1841.

A. Yes, sir.

Q. Now, sir, was there any cession on that day?

A. No, sir; I have been unable to find a record of any session on that day.

Q. You find in the records of the departmental assembly no record of that approval.

A. No, sir.

The Court:

Q. Have you the record of the session preceeding?

A. The sessions of 1841 are very meagre—a few sheets, perhaps—and there is no session shown on the 22d of May, 1841.

219 Q. That is among the sheets which you have.

A. Yes, sir.

Q. Is the record complete?

A. I cannot say positively that it is; until they were bound in the present form they were kept in loose sheets.

Q. You do not know that you have a complete record of 1841.

A. I could not say now; my impression is there was not much done by that body in 1841.

Mr. Peckham. We do not want your impressions, we want to know what you know about the matter.

The Court:

Q. Is there not at the end of the leaf of the record of the preceding day a statement of where they adjourned to, and when?

(A. not heard by the reporter.)

Q. What does it say?

220 A. I do not think there was any regular session in 1841; that is, to adjourn from day to day. It is some time since I looked at it, but my recollection is that but little was done in 1841, and that there is nothing to show any regular session.

The Court. I suppose the court must take notice of the fact whether there was a session or not; but the court might get its eyes brightened, however, by a little testimony on the subject. Have you the records of the land commission?

A. Yes, sir; but not here.

Mr. Peckham. The court will no doubt take notice of any session in that year; but not, I think, of what particular days there were sessions.

Mr. Harman:

Q. In espediente No. 131, in the place where the copy of

221 the grant usually appears, is there any appearance of the grant being taken out? Just show the court where the grant usually comes. It is near the diseno, is it not?

A. It has been disconnected. It is impossible to tell. It has been taken apart, and, perhaps, traced several times.

The Court. There may have been some change made in regard to the grantees, but whether there was any grant or not does not appear.

Mr. Peckham:

Did you say that junto of the department, or territorial junta was not in session on the day this grant purports to have been approved?

A. No. I did not say it was not.

Q. You merely say there is no record in your office of a session of that day.

A. No, sir; and I say there is no record of this approval

222 that am able to find.

Q. I will ask you whether the records of that session in your office appear to be complete—a complete record of the whole session?

A. Well it is impossible to tell. It is sometime since I looked at

them, and my recollection is they seemed to be rather disjointed fragments, reports, etc.—not any continuous session of any length. There are several of the sessions that are in that way.

Q. They appear to be disjointed fragments of a journal of that session.

A. Reports, etc. I intended to have brought the book over, but I forgot it. I would rather present that before answering.

Q. Were you acquainted with the signatures of Don Alvarado and Manuel Jimeno.

A. I am; yes, sir.

Q. Will you tell us whether the signatures of Alvarado
224 and Manuel Jimeno, as they appear upon the document, to wit, Balcoff's grant are genuine signatures.

A. I think they are, sir, the genuine signatures of those gentlemen.

Q. Was Alvarado, governor, and Jimeno, secretary of the governor at the time that bears date?

A. They were; Alvarado was governor, and Jimeno was secretary of State at the date of these documents.

Q. Is the same true upon this document—the certificate of approval.

A. Yes, sir.

Q. That belongs to this document, does it not, and forms a part of it?

A. The certificate of approval is a part of the document; it belongs to the grant; it is a separate half-sheet, and with the record of possession, made a document altogether, and was numbered; that is
225 number 7; they were numbered in that way commencing with the possession.

Q. I will ask you whether it was not filed in your office as one document?

A. Yes, sir; the whole of it was filed together.

The Court:

What papers?

A. The grant and certificate of approval. They were all filed together.

Mr. Peckham:

I understand from the witness that the grant to Bolcoff, the certificate of approval, and the record of juridical possession all belong together, and were filed in his office as one document.

A. Yes, sir.

The Court:

Were they all filed together by the claimants in the land commission?

A. Yes, sir.

Mr. Harman:

226 Now we will pass to the juridical possession on the grant. You have that before you.

A. Yes, sir.

Q. In whose handwriting is it?

A. That is the handwriting of Balcoff; that is the record of possession.

Q. Signed by whom as alcalde or magistrate?

A. Signed by Raphael Castro as magistrate.

Q. Have you ever seen Bolcoff write.

A. No, sir; I think not, but I have examined his writing.

Q. The petition would necessarily be in his handwriting. The whole record of possession, you say, is in his handwriting, except the signatures.

A. The whole record seems to be his handwriting.

Q. That is a part of the papers in No. 214.

A. Yes, sir.

227 Mr. Harman: I will offer in evidence all the papers in No. 214 upon which this grant was confirmed, except the depositions.

Mr. Peckman. There is a stipulation that all papers, documents, and depositions in those cases, may be considered as evidence.

Mr. Harmon. No, sir; may be used by either party. I will offer one or two depositions. I offer now the record in the land case, excepting the depositions, and will offer one or two of those hereafter.

The Court:

Q. What document is that.

A. Record of possession.

Q. That you say is in the handwriting of Bolcoff.

228 A. Yes, sir; these papers were filed at the time the application was made for confirmation before the land commission. They were the record of juridical possession by Bolcoff, and the other is the grant and certificate of confirmation or approval.

Mr. Harmon. I will offer in evidence, No. 207, as well as No. 214, all the papers in these two cases, except the depositions, as I understand they do not propose to take the point against me; that if I offer a paper I must stand by whatever it contains.

The papers offered in evidence were considered as read.

229

230 Mr. Harmon. How long is it since it was discovered, in regard to these Mexican grants in the archives, that there were forgeries, alterations, etc.

Mr. Peckham. We object to the question. The purpose is to prove by the witness that at some period of time it became generally known that somebody had been forging land titles; that is the testimony we are objecting to.

After argument, the court sustained the objection.

Mr. Harman.

When did you first discover this Loma de Rezon of the prefect of the first district.

A. Sometime last year, I think, or about a year and a half or two years since.

Mr. Peckham:

231 Q. The reference which you have produced to a supposed grant to the three sisters, is from papers purporting to come from the prefect's office.

A. Yes, sir.

Q. Is there any correspondence, memoranda, or reference belonging to those papers pertaining to the office of the secretary of state in your office?

A. At the same time?

Q. Yes.

A. No, sir; the book for that year was destroyed in the May fire of 1851, containing the registry of grants in 1840.

Q. This is of 1839?

A. And of 1839 also. The book upon which this grant of Bolcoff would be registered is destroyed.

Q. I am speaking of the supposed grant to the three sisters.

A. No, sir. There is no book for that year.

232 Q. And nothing in your office pertaining the records of the secretary of the government, excepting this Jimeno Index, and the espediente, to show that any grant was made to these three sisters or either of them.

A. That is all, and the journals of the departmental assembly.

Q. Will you let me see that certificate of approval to the Bolcoff grant? How do you translate those words, "En la persona de Don Jose Bolcoff."

A. In the person, or to the person of Don Jose Bolcoff.

Q. It may be translated either way?

A. Yes, sir. It literally means "to him." This word "en" is generally used in "the person."

Q. Is not "a," or "all," "a la persona," more commonly used?

A. No, sir, I think not. I think "en la persona" is more correct; however, I will not be positive; my recollection is, that is the common expression.

Q. Either way would be a good translation?

A. Yes, sir. "To him" it is as strong either way.

233 Q. Let me see the departmental assembly record on that point.

A. It is the common expression; it means, literally, "to."

Mr. Harmon:

Q. That grant to Bolcoff; what sort of paper is it written on? Is it the common twenty-five cent paper, or the six dollar paper?

A. It is written upon paper of the third class; twenty-five cent paper.

Q. Is that the kind of paper that the other grants, issued by Alvarado, were written upon, say in the first half of 1841?

A. They were generally issued on six dollar paper.

Q. In the first six months of 1841?

A. Yes, sir; still there were some exceptions; but generally they were on paper worth six dollars a sheet.

Q. What do you mean by exceptions?

A. There were several grants, I believe, that were issued
234 on other paper.

Q. For large amounts?

A. No; small amounts. The largest was a league and a half, I think. The grant was made on paper similar to this. There were one or two for half a league, but the grants generally, with those exceptions, were always on six dollar paper.

Q. Do the records show any orders during the session that parties must have proper paper? Any particularity in relation to that?

A. Yes, sir. There were some correspondence in relation, not to the kind of paper, but to issuing upon sealed paper. The kind of paper to be used was regulated by law.

The court here adjourned until to-morrow morning at half-past ten o'clock.

Second day.

THURSDAY, *July* 12, 1866.

R. C. Hopkins recalled by defendants for further cross-
235 examination.

Mr. Peckham:

Q. Mr. Hopkins, I want to see if we understood you correctly upon yesterday. Did you state upon yesterday that it was the custom of the governor, in making grants, to direct that the notes of those grants should be taken by the prefect?

A. After 1839. After the establishment of the prefecturos it was customary.

Q. Was it a general custom, or were there exceptions?

A. There may have been exceptions. I have seen an order somewhere, from the governor to the prefects to that effect, that the grants should be registered. I have not been able this morning to find it. I do not say it was universal, but it was the general custom.

Q. It was the general custom, but it may not be without exceptions.

A. No. sir.

236 Q. What time in 1839 were the prefects appointed?

A. In the early part of 1839. Jose Castro was appointed the 10th of March, 1839.

Q. After that you think it was the general rule, after a grant, to direct that it should be noted?

A. It was customary. There may, perhaps, have been exceptions.

Q. Will you take the trouble to examine the grants made in 1839 and 1840, and give us a list before the case closes, where the direction appears in the grant and where it does not? How long would that take you?

A. Perhaps a day or two; perhaps a couple of days.

Q. Say how many contains a special direction that it should be taken note of in the prefect's office, and in how many that does not appear.

A. I now remember that it was general. Many of those
237 grants had no such notes, it may be.

Q. What proportion? one-fourth, one-half, or one-fifth?

A. I do not know. I think, however, there was an order from the governor to that effect.

Q. But you do not think it was done in all cases?

A. I think there were exceptions, perhaps. I find exceptions to all these rules. I do not find any of them absolutely universal.

Q. Your knowledge of the rules and customs is not from personal knowledge, but only information collected from the documents?

A. From the documents? Yes, sir.

Q. Were these directions you speak of in the grant itself?

A. Indorsed upon the grant; yes, sir. I will show you. There—or I will explain it. The entry upon the grant to the three sisters is No. 8 on this book; the succeeding one, No. 9, is the entry upon the grant of the valley of San Jose to Pico and others. I find
238 the grant issued on the 10th day of April, 1839. I find on the 10th day of April, 1839, a grant issued to these parties, Pico and others, on common paper. It was registered on the book of Jimeno, the secretary; and following that is an order from the secretary, saying that the governor requested it to be registered in the prefectura of the first district. It is a separate indorsement.

Q. That separate indorsement, requiring a register, is signed by the secretary of state?

A. Signed by the secretary of state, indorsed upon the grant. Following that is a copy of this order. I find in this book a grant. I had it yesterday; it was 1840.

Q. That grant you have contains that order, that it shall be recorded in the particular book.

A. Yes, sir; that is followed by the governor requiring it to be registered.

Q. Do not get me off my question. That direction that it should be recorded in the particular book is common to all grants, is it not?

A. Yes, sir.

Q. What book does that mean?

239 A. The Loma de Razon, kept in the office of the secretary of state.

Q. Then you find upon that grant a separate indorsement, signed by the secretary of state, that it should be recorded, or a note of it in the prefect's office?

A. Yes, sir.

Q. You find in the document that that was done in that case?

A. It was done and copied upon the grant, and a copy of this order I find in the book. I do not say this was the universal custom, but there are many grants which I find in that way.

Q. How was it in the grant made in 1841 to Jose Bolcoff, which is in evidence?

A. This book does not give the year 1840; but I think the custom was dropped off soon after the establishment of the prefecturas. I do not think the later grants were recorded there.

Q. The original Bolcoff grant read in evidence yesterday,
240 was there any direction upon that that it should be recorded in the prefect's office?

A. The grant of 1841?

Q. Yes, sir.

A. No, sir.

Q. You think that custom then commenced about the time of the appointment of the prefects, in 1839?

A. Yes, sir; it could not have commenced before that.

Q. And it ceased when?

A. Well, I think it was not kept up very long; perhaps a year or two. I do not find it in the later grant.

Q. You cannot say that it was common to all the grants?

A. I cannot, because I never had occasion to examine how many there were; except that I have seen it on a great many, I cannot say what proportion.

Mr. Harman:

Q. That is an approved grant from the archives?

A. Yes, sir; this is the espediente.

241 Q. Was it approved by the departmental assembly? If so, on what day?

A. On the 22d day of May, 1840, by the departmental assembly, as shown on the espediente, and also on the journals of the departmental assembly; the same day as to the three sisters.

Q. Is the language of the approval precisely the same as in the approval of the grant to the three sisters?

A. The same language.

Q. And the same day and on the same page?

A. The same page, I believe, or right following.

Q. Mr. Hopkins, as to the custom of keeping a record of the delivery of juridical possession, what do the archives in your keeping show upon that point?

A. They show that the custom was to give the record to the party; that ordinarily there was no record kept in the office here. We have not the records of the alcalde's office. The only record
242 I have seen was a book kept by David Spence, alcalde of Monterey, who kept a note of the possessions he gave in the Loma de Reson. The original record was given to the party who obtained the possession, as the field notes of his survey. That was the custom.

Q. Have you the grant of San Augustin to Jose Bolcoff?

A. I have the espediente; yes, sir.

Q. I will ask this: If there is in the archives of the department any record of a transfer of the Rancho San Augustin from Jose Bolcoff to Joseph L. Majors?

Mr. Peckham. We object to a portion of the record being introduced unless they introduce the whole. We have no objection to the whole espediente going in.

The Court. I do not know how far it is material, but I see no particular objection to the question.

Mr. Harman:

243 Q. Was there such a record? and if so, where is it found?

A. There is, on the grant to Jose Bolcoff, espediente No. 233 of the San Augustin rancho. It is the espediente of Majors to the San Augustin. That contains the original grant from the government to Bolcoff, in 1834, for this place, and upon that there is a transfer by Bolcoff to Majors.

Mr. Harman. Now we offer the transfer in evidence, and the record. It is for the purpose of identifying what was transferred.

Mr. Peckham:

Q. What is the date?

A. The date is the 14th of January, 1839. In relation to the records of juridical possession, they are sometimes found in the espediente, but rarely. I wish to make that exception. Sometimes the records of juridical possession are attached to the espedientes in the archives, but very rarely.

244 Mr. Peckham. We might allow Mr. Hopkins to state generally, now, the contents of this, as we have not a translation of it. The document which I hold in my hand, which is in evidence, commences with a petition of Jose Antonio Bolcoff to the governor, of the 15th of November, 1833, for the place called Rancho San Augustin, also in Santa Cruz county, and a different tract of land from the premises here in dispute. There is the usual references and the reports, with the grant to Jose Bolcoff, of this Rancho San Augustin, in the usual form, and finally a grant by Governor Figaroa, on the 23d of November, 1833, and approval and certificate of approval of this grant in May, 1834, by the departmental assembly.

Q. Where is that transfer?

A. It is not on that; on the espediente of Majors.

Mr. Peckham. Then they are both in.

Mr. Harman. Only the transfer for the purpose of identification.

245 Mr. Peckham. This, then, is the one that is in. Very well. Then we have here a petition for the Rancho San Augustin by Jose Bolcoff, on the 22d of March, 1841, or rather by Majors; a petition for the Rancho San Augustin by Juan Jose Crysostomo Majors, on the 22d of March, 1841; the usual references and investigations. Next follows an original grant of the same land to Jose Bolcoff by Governor Figaroa, in 1833; then a short note signed Jose Bolcoff, date the 14th of January, 1839. Read that, Mr. Hopkins.

A. (Reading.) "I cede my property, with the consent of the prefect of the first district, Don Jose Castro, and deliver this
246 title to Jose Majors, for his security pertains to said gentleman. In witness whereof, I sign this, in Santa Cruz, on the 14th of January, 1839. Jose Bolcoff." That is the indorsement on the original grant.

Mr. Peckham. This document also contains the record of juridical possession given to Bolcoff of the Rancho San Augustin, in July, 1835.

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248 Mr. Escalastica Freeman called for complainants—sworn. (John P. Bradie having first been sworn as interpreter.)

Mr. Harman:

Q. Where do you reside, and how long have you resided there?

A. In the county of Santa Cruz, and it is five years since I have been living there lately, although I lived there formerly.

Q. When did you first live there, and how long, and during what years?

A. I was born there, in the year 1822, and remained there until the year 1841, when I left there.

Q. Who was your father?

A. Francisco Rodriguez.

Q. Are you related to the three sisters Castro, Maria Candida Castro, Maria Jacinta Castro, and Maria de los Angeles Castro?

A. They are my married sisters.

Q. Are you acquainted with Jose Bolcoff? and if so, when
249 did you first become acquainted with him?

A. To my first recollection, I knew him when I was young.

Q. Until his death?

A. Until his death.

Q. When was that about?

A. In the present year. I do not recollect the day.

Q. Did you ever live in the family of Bolcoff, and if so, who constituted the family?

A. A few weeks or months, I staid in his family.

Q. In what year?

A. All the time in 1836, 1837 and 1838.

Q. Did you know them in 1839 and 1840?

A. Yes, sir.

Q. Do you know anything of possession ever having been given to the three sisters, Maria Candida Castro, Maria Jacinta Castro, Maria de los Angeles Castro, of the Rancho Refugio?

Mr. Peckham. Do you propose to prove juridical possession.

Mr. Harman. Yes, sir.

250 Mr. Peckham. Do you propose to prove any other evidence of title than you have already given.

Mr. Harman. I propose to prove now—we have in evidence the

juridical possession papers. I have a double object in view. I am going to prove that possession was in fact given under this grant to the three sisters in 1839, and that, as a fact, it was given. And then these papers in the handwriting of Bolcoff were subsequently drawn up, away back eight or ten years afterward. That they were put in possession, and that was the only possession.

The Court. You can prove the fact that they were put in possession, and the legal effect of that fact may be another thing.

Mr. Peckham. I understand the proposition is to prove that the three sisters received possession of the Rancho Refugio in 1839.

251 Mr. Harman. And remained in possession.

The Court. Ask the question.

Mr. Peckham. The fact that they did go into possession in 1839, is admitted in the pleadings.

The Court. I suppose the fact itself may be proved, whatever may be the legal effect.

Mr. Peckham. We object pro forma, to their giving any evidence, or proof, or introducing parol evidence to show that juridical possession was given to these three sisters in 1839, for the reason, first, that no grant has been proved, and no authority has been shown for giving them such juridical possession. We object in the second place that it is irrelevant to the allegations of the pleadings—that it does not prove or tend to prove anything which is laid by the complaint.

We make another objection that juridical possession cannot be

252 proved by parol and must be shown by record.

(The court overruled the objection for the present.)

Mr. Harman. Were the three sisters ever in possession of the Rancho Refugio? and if so, by whom were they put in possession?

Mr. Peckham. We object to the question as leading.

The Court. You can ask if any person ever put them in possession, and if so, who?

Mr. Harman:

Q. What do you know about the possession, or about possession being given of the Rancho Refugio in 1839.

A. I know that possession was given to them.

Q. To whom?

A. To the three sisters.

Q. In what year?

A. In 1849—in 1839, I should say.

Q. By whom was the possession given?

A. Rafael Castro gave it.

253 Q. What position did he hold? Was he an officer?

A. He was a judge in the county.

Q. At that time were the three sisters living on the ranch or not?

A. The three sisters were living on the ranch.

Q. How long did they continue to live there?

A. About eight months after possession was given. Maria de los Angeles brought her husband and lived there afterwards, and the

other sisters, I do not know how long they lived there after that time.

Q. On what ranch did they come to live?

A. The Rancho Refugio.

Q. Where was Maria de los Angeles living before that?

A. In San Augustin, with the wife of Bolcoff.

Q. Did Bolcoff, with his family, move from San Augustin to Refugio before or after Mrs. Majors married?

A. No; Majors was not married then.

254 Q. Majors was not married when Bolcoff moved from San Augustin to Refugio?

A. No, sir.

Q. Where was Bolcoff with his family living, when Majors was married?

A. In Rancho Refugio.

Q. He was married there?

A. She was married there.

Q. How long had Bolcoff been living there before Los Angeles was married?

A. About eight months; a little more or less.

Q. While Bolcoff and the three sisters were living on the Rancho Refugio, did you ever hear Bolcoff say anything as to who was the owner of it?

A. I heard all the time that the owners of the rancho were the three sisters, Maria Candida Castro, Maria Jacinta Castro, and Maria de los Angeles Castro.

Q. You heard that in the family?

A. In the family.

255 Q. When did you first hear that any one else, except the three sisters, owned the rancho; any claimant or anybody else?

A. About two years ago.

Cross-examination.

By Mr. Peckham:

Q. How long did you first live in the family of Bolcoff?

A. At what time?

Q. At any time.

A. In the years 1835, '37, '38 and '40.

Q. Did you stay there all the time; made your home there?

A. I was going and coming all the while; sometimes I was there a few months, and sometimes a few weeks.

Q. Can you state positively you were there during the year 1839?

A. Yes, sir.

Q. Where did you live in the year 1839?

A. In Santa Cruz.

Q. Who did you live with?

A. With Francisco Dye.

256 Q. How long before Majors was married was it that that possession was given of which you have spoken?

A. The possession was given before the marriage of Majors.

Q. How long before?

A. About six or seven months before.

Q. How did you happen to be there at that time? Were you there at that time?

A. I was not when the judge was present, but I was in the house.

Q. You were not out in the field where they went to perform the ceremony?

A. No, sir.

Q. Then you did not see it?

A. I saw the judge and the other people about there giving possession. I did not see it myself.

Q. How far were they from you when possession was given?

A. They were away off in the ranch.

Q. You did not go with them?

A. No.

257 Q. Who was along? Who did go with them?

A. I cannot recollect them all.

Q. Can you recollect any of them?

A. Yes; Rafael Castro, my father; Francisco Rodreguez, Ramon Rodrequez, and other persons I have named; another man named Lerez.

Mr. Harman:

Q. Repeat the names.

A. Rafael Castro, Francisco Rodreguez, my father; Ramon Rodreguez, Cornelia Lerez, Juan Jose Feliz; those are the names I recollect.

Q. Whereabout did they go on the ranch, when they went to deliver possession? what point did they go to?

A. I cannot say; I saw them leave the house, and I cannot say where they went to.

Q. How do you know that was in 1839?

A. Because I do know. I recollect the date.

Q. How do you happen to recollect it was in that year?

A. Why should I not recollect it.

258 Q. Do you recollect what occurred in that year?

A. Some things; I recollect some things.

Q. How many children have you got?

A. Five.

Q. Can you tell the year in which each one was born?

A. Have you any business with my family?

Q. I want to know if you can answer that question; I want to know if you can tell the year in which each of your children were born.

A. I will have much pleasure in satisfying your curiosity. Isabella was born in 1841, the 15th of July; Jimmy was born in 1845; Rebecca in 1848; Alberto was born in 1852——

Q. That will do. Where was Jose Bolcoff when they went out to give possession of that ranch in 1839?

A. He was with the whole of them.

Q. Where was Amadeo Bolcoff?

259 A. He was there also.

Q. He went with them?

A. Yes, sir.

Q. Where was Juan Bolcoff?

A. I am not certain whether he was there or not.

Q. Where was Francisco Bolcoff?

A. I believe that he was there.

Q. You believe that Francisco went with them. Where was Mrs. Bolcoff?

A. She was there also.

Q. Where?

A. With the rest of the people.

Q. Did Mrs. Bolcoff go out with them when they went out to give possession of the ranch? Did she go with the alcalde and the men?

A. Yes, sir.

Q. Where was Mrs. Majors?

A. She staid with me in the house; she was unwell, and staid in the house with me.

Q. Where was Jacinta?

A. She was there, and I believe she went with the people.

Q. You do not know certainly?

A. I believe she went with them.

260 Q. How long had Bolcoff lived on the Rancho Refugio before that time—before the officer came to give them possession?

A. I do not recollect how long it was; but I think he was not settled there at the time.

Q. Was not he living there at the time?

A. No. When possession was given? Yes, he was living there.

Q. How long had he been living there?

A. Did not I tell you before that he was six or seven months. No, I will correct myself, it was not that; it was before the marriage.

Q. You do not know how long he had been living there before this possession you are talking about?

A. I am not certain whether it was one or two months previously.

Q. In what house was he living? Was not he living in a

261 house on the ranch?

A. It was hardly a house; it was only some boards thrown up.

Q. Where did you live in 1842?

A. In Monterey.

262 *Mrs. Maria De los Angeles Majors, called for complainant, sworn.*

(The same Spanish interpreter acting.)

Mr. Harman:

Q. Where were you living in 1839?
A. In San Augustin.
Q. Did you ever life in the Rancho Refugio that year?
A. In the year 1839, in the month of March. I was living in Refugio.
Q. Who was in possession of that ranch at that time, and how did they get possession?
A. The three sisters were living there, and were in possession of the land.
Q. How did they get possession? who gave them possession?
A. Rafael Castro.
Q. In what capacity? Who was he?
A. He was judge oi the district or county of Santa Cruz.
Q. Under what authority did you understand that he gave them that possession?

263 Mr. Peckham. We object to that.
The Court. Ask her if she knows.

Q. Do you know under what authority Castro gave the three sisters possession of the ranch?
A. Under the authority of the government.
Q. To whom was that ranch understood in the family of Bolcoff to belong while you were there?

Mr. Peckham. We object to the question as incompetent and irrelevant testimony to prove title.

Mr. Harman:

Q. To whom was it understood that the ranch belonged?
A. Nobody but the three sisters. It had no other owner but the three sisters.
Q. When did you first hear that Bolcoff claimed that ranch?
A. It is not long ago; a short time since.
264 Q. When were you married to Majors?
A. Between twenty-six and twenty-seven years ago.
Q. What year was that in, if you can tell?
A. My head is not well.
Q. Where were you living when you were married?
A. In Refugio.
Q. What is the relative ages of the three sisters? Who is the eldest?
A. Maria Candida is the eldest.
Q. How much older than you?
A. I think she is fifty-four or fifty-five years of age now; I reckon from the time she died. When she died she was fifty-three.

Q. When did she die?
A. Five years ago.
Q. How old was you when your sister died?
A. I cannot recollect. I am forty-eight years old now.
Q. Which is the older, you or Jacinta?
A. Jacinta is older than I.

265 *Cross-examination.*

By Mr. Peckham:

Q. Do you know what year you were married in?
A. About twenty-seven years ago.
Q. Can you name the year?
A. I am not well of my head; I cannot settle it now. It is to be found in the papers.
Q. Can you name the year you petitioned for the Rancho Refugio?
A. I cannot recollect; the title papers show it.
Q. Can you recollect the year you went to San Augustin to live?
A. I cannot recollect that either.
Q. Do you recollect the year—are you positive of the year that Rafael Castro came there to give possession?
A. I cannot recollect that either. The papers will show it.

266 Q. You cannot state whether it was in the year 1837, '38, '39, '40, or '41?
A. It must be in the title papers; am not well in my head.
Q. Were not you living on the San Augustin ranch when Rafael Castro went up there to give possession of the rancho Refugio?
A. I can only recollect that I was sick in bed at the time.
Q. You do not recollect where you were—whether at San Augustin or Refugio?
A. I think I must have been at the Refugio.
Q. Where were you living at that time?
A. In Refugio.
Q. You think you were sick in bed?
A. Yes, sir; I was sick in bed.
Q. Have you ever made any statement contrary to that?
A. My head is very ill to-day, and I cannot recollect of saying anything.
Q. Do you recollect of giving testimony in this same matter in the District Court of Santa Cruz, about a month ago?

267 A. Yes, sir; I recollect that.
Q. How was your head then? Did you understand what you were telling?
A. My head is always ill. I got up from a sick bed to give my testimony in that case, and I do not know what I said.
Q. Did not you swear, in giving your testimony in the District Court of Santa Cruz, about a month ago, that you were at the San Augustin rancho, living there when this possession was given by Rafael Castro? Did not you swear you were living at San Augustin when Rafael Castro gave possession of Refugio?

A. My head is unsettled; I cannot say.

Q. You cannot say whether you swore to it or not.

A. I do not know how my head is. My head is all the time, now and then too.

268 Q. Was it before or after you married Majors, that Rafael Castro gave this possession you speak of?

A. I cannot recollect either; my head is in a bad way.

Q. Did not you swear upon that trial in the District Court, in Santa Cruz, that that ptossession was given after you were married to Majors?

A. I did not understand the question before, and I did not recollect what I said then; but I can declare now it was seven or eight months before I was married that possession was given.

Q. You do not know whether you swore, about a month ago, it was after you were married, that that possession was given?

A. I may have said so.

Q. Do you think you swore to anything at that time that was untrue?

269

A. I do not recollect what I said. I have been always
270 with a sick head. I do not recollect what I may have said then; my head was always unwell.

Q. Is not your head just as bad now as it was then?

A. My head is very ill now.

Q. Are you not just as ill now as you were when you gave your testimony in Santa Cruz?

A. I may be, perhaps, a little worse now.

Q. You say that at the time possession was given, in 1839, you were sick in bed?

A. Yes, sir; I was sick in bed.

Q. You did not go out with them at all?

A. No, sir.

Q. At what time of the year were you married?

A. I do not recollect; I think it was about November.

Q. Was it after you were married, or before, that you went to San Augustin to live?

A. After I was married.

Q. Was it before or after you were married that Bolcoff and
271 Majors made the trade about the San Augustin?

A. They never made any trade; Majors bought the rancho San Augustin before I was married.

Q. How long before?

A. About three or four months; I am not sure.

Q. How many years ago was it that you knew the that Bolcoff claimed the property?

A. I cannot say exactly; I think it a little less than ten years.

Q. Do you know the time they claimed before the land commissioners? Do you recollect that time that Majors presented the claim to the land commissioners?

A. I do not recollect the time.

Q. Do not you know that they did try to get the land confirmed; that you and Majors tried to get the land confirmed to you—the Rancho Refugio?

A. He claimed it for me.

Q. Did you know it at the time?

272 A. Yes, sir.

Q. Did not you know at the same time that Bolcoff claimed it, and was trying to get it confirmed to him?

A. No; I did not know; they were all tricks.

Q. Do not you know that at that time you had a controversy with Bolcoff about that land—you and your husband—at that time about that land?

A. No, sir.

Q. You do not?

A. I do not recollect.

Q. Do you know a lawyer by the name of R. F. Ryan?

A. I think not.

Q. You do not know him?

A. No.

Q. Did you ever see a lawyer with a heavy black beard, and a scar or dent on the side of the face, called Ryan?

A. If I have seen him I do not know him.

Q. Do you recollect making a bargain with a lawyer of that

273 description to recover that land from Bolcoff, and establish your rights in that land?

A. I think I do.

Q. Dou you know how long ago that was?

A. I cannot recollect what year it was in.

Q. Who was he to recover the land from?

A. I think it was from Jose Bolcoff.

Q. You knew, then, that Bolcoff claimed the land, and you had a controversy with Bolcoff about it?

A. He re-claimed it through tricks, and I can prove it.

Q. Now, then, did not you know when Majors and you were trying to get that land confirmed in the land commission to you, did not you know then that Jose Bolcoff was trying to trick you out of that land?

A. No; it was not until afterwards. He changed the papers and altered them in the time of the revolution.

274 Q. What revolution do you mean?

A. I cannot recollect.

Q. Was it the revolution in which the Americans came here and took the country?

(The witness made an answer.)

The Interpreter:

It is almost impossible to translate that answer. There is no grammar or connection. She says it was a revolution of the country; the papers were changed; and she thinks it was so, and that is all.

Q. Have you any interest now in this suit?

A. I have, because it is mine.

Q. Mr. Vassault is trying to recover it for you, is he not?

A. Yes, sir.

Q. What do you mean by revolution? You say you knew Bolcoff claimed this property about the time of the revolution—what revolution do you mean?

A. There was a revolution among the people here, I recollect.

Q. What do you mean by revolution?

275 A. There was a commotion among the people, and he got hold of the papers then, and changed and altered them.

Q. Do you mean a war?

A. There was no war, but it looked as if there was going to be a war.

Q. And you do not recollect what war that was?

A. No; it was only a commotion among the people; and he played tricks among the papers.

Q. Was not that the time the Americans were sent out of the country?

A. Oh, no.

Q. Do you know how long Mr. Meader has been living on the Rancho Refugio?

A. I think about five or six years.

Q. At the time Mr. Meader took possession of that ranch, did not you know he claimed it?

A. He claimed one part of it then; he held it from Candida; that was the only part he claimed—from my sister Candida.

276 Q. Did not you know before that that Bolcoff claimed the whole of this property?

A. No, sir; he only claimed the property belonging to his wife.

Q. Was not it before that that you made a bargain with a lawyer to recover possession of it from Bolcoff?

A. I may have done so, but the papers will tell better than I can. My head is very much out of order—unsettled.

Q. This revolution you spoke of, was it not at the time of the vigilance committee in San Francisco?

A. I cannot say; it was a commotion all the way from Monterey, everywhere here.

Q. Do you know who it was among?

A. I think it was among the Americans when they came to take possession of California; I think so, but I will not say certainly.

Q. It was then you knew that Bolcoff was trying to trick

277 you out of the property?

A. Yes, sir.

Re-direct examination.

Mr. Harman:

Q. Did you ever relinquish or give up your right to Refugo to Bolcoff?

Mr. Peckham: We object to the question as leading.

Mr. Harmon:

Q. Did you or did you not give up your right to Refugio to Bolcoff?
A. Never; never.
Q. You never disposed of your right?
A. Never; neither sold, exchanged, nor given.

278 Mr. Harman read in evidence the entire record in the two cases, before the land commissioners, which had been previously referred to, the depositions in those cases to be considered as evidence in this case.

279

280 Mr. Harman read in evidence, 1st, a deed from Maria Jacinta Castro to Amadeo Bolcoff, dated February 28th, 1859.

281

282 2d. Deed of Amadeo Bolcoff to Ferdinand Vassault, dated March 2, 1859.

283

284 3d. A deed of Jose Bolcoff, Maria Candida Bolcoff, and Amadeo Bolcoff to F. Vassault, dated February 21, 1859.

285

286 4th. A deed from Joseph L. Majors and wife to Ferdinand Vassault, dated June 20th, 1859.

287

288 5th. A deed from Ferdinand Vassault to Charles E. Norton, the complainant.

289

290 Mr. Harman. Will there be any dispute as to the identity of the Refugio Rancho set up here, with the land patented, the land to which confirmation is made, and this Rancho Refugio?

Mr. Peckham, No.

Mr. Harman. It is admitted that the Rancho Refugio claimed in the complaint is identical with the land patented in this case.

The court then took a recess.

After the recess,

Joseph L. Majors, called for complainant, sworn.

Examined.

By Mr. Harman:

Q. Where do you live?
A. I live in Santa Cruz.
Q. How long have you resided in Santa Cruz county?
A. I came in there on the 22d day of January, 1835, and have resided there ever since.

291 Q. When were you married?
A. I was married in 1839, the 14th of October.
Q. Whom did you marry?

A. Maria de los Angelos Castro.

Q. Where were you married? At what house, place, or church?

A. I was married in the church at Santa Cruz.

Q. Where was your wife living at when you were married?

A. She was living at ———.

Q. Who with?

A. With Bolcoff and her sisters.

Q. Where had you resided for six months or a year previous to your marriage?

A. Before I was married I was in San Augustine some eight months, or near that, I think.

Q. Were you owner of San Augustine then?

A. I was, at that time.

Q. How did you become owner?

A. I bought and paid for it.

Q. Who from?

A. Bolcoff himself.

Q. What did you give for it?

A. I gave four hundred dollars for it.

292 Q. When did you buy it? When did you bargain first?

A. I think I bargained for it in February, 1839.

Q. That is when you got the title for it?

A. Yes; when I bargained for it.

Q. Did you buy the ranch, or the improvements simply?

A. The words said, when I bought the ranch, was: I bought the fences, house, place, and timber, and land. Them were the words named.

Q. What did you give?

A. Four hundred dollars.

Q. Was that about what it was worth then?

A. I do not suppose he could have sold it for much more; there was no sale of lands at that time.

Q. Do you know anything about the possession given to the three sisters, of the Rancho Refugio? If so, when was it given; and state what you know about it.

293 A. As to knowing perfectly, I do not, because I did not see it.

Q. State what you do know. When were they living on the Rancho Refugio—the sisters—at what time?

A. I think they went there about the first of March, 1839.

Q. Do you remember the time when possession of the ranch was given; if so, what makes you remember it? State any circumstance that makes you remember it.

A. Well, sir, I heard them all say so, the family and all—Bolcoff and family, and the neighbors besides. I think it was given the 7th or 8th of April—near that time—1839; about the 7th or 8th of April, I think, 1839; about that time.

Q. Do you know who paid for the fees of the magistrate in giving possession?

A. I did.
Q. How did you come to?
A. My wife, as is now, sent to me to borrow the money, and I lent it.
294 Were you engaged to your wife then?
Q. No, sir.
Q. Before her father died?
A. Yes, sir.
Q. You waited for the year to expire, to get married?
A. Yes, sir.
Q. She sent for the fees to get possession?
A. She did.
Q. You paid how much?
A. Twelve dollars.
Q. What were you doing at the time?
A. I had a distillery.
Q. Had you a store there?
A. Yes, sir; at the same time I had a store in Santa Cruz, and I had a distillery at Sayante.
Q. That is close by?
A. Yes, sir; near San Augustine.
Q. During 1839, did you ever hear Bolcoff speak about who owned Refugio?
A. Yes, sir; before I was married.
Q. After you were married?
A. And after.
Q. Who did he say it belonged to?
A. The three sisters.
Q. Down to how long did he speak of it as belonging to
295 the sisters?
A. I think I did not hear particularly for some four or five years afterwards, that he claimed it from the sisters.
Q. Do you know Moses A. Meader, one of the defendants?
A. Yes, sir.
Q. Did you ever hear him speak of that ranch, as to the ownership of it?
A. Yes, sir; I have.
Q. Who did he say it belonged to?
A. I have heard him speak of it as belonging to the three sisters.
Q. How long have you known Meader?
A. I do not recollect exactly.
Q. About how long?
A. It was sometime along in 1840, that he came there.
Q. Who came there?
A. Meader; in Sayante, it might have been, or some part there. I do not recollect exactly, but some time in 1840. No, I am mistaken, it was in 1846. I am mistaken about saying Meader came there in 1840; it was later. He came to San Francisco in 1846.
296 Q. Well, it is not material; you have known him?
A. Ever since he has been down there.

Q. That is ten or fifteen years?
A. Yes, sir; some where along there.
Q. You are acquainted with this grant of Refugio?
A. Yes, sir.
Q. Was it a well known tract of land there?
A. Yes, sir.
Q. How is it bounded—just roughly as to the mountains, and north and south?
A. It is bounded on the east by a rock in the ocean—I forget what they call it—then it runs by a gulch, and north to some mountains between Sayante and the coast, where water turns on both sides.
Q. It is a well known ranch in that community?
A. Yes, sir.
Q. Did you have any possession, or not, of the Rancho Refugio, for yourself and wife?
A. Since 1839, I have had it.
Q. What sort of possession?
297 A. Living there, as a part of the land belonging to the three sisters?
Q. Did you have cattle?
A. Yes, sir; I had some cattle at that time.
Q. When you were living at San Augustine, did your wife have cattle at Refugio?
A. Yes, sir; she did.
Q. Always had?
A. I do not think it has ever been without them.
Q. Belonging to you and your wife?
A. Belonging to me and my wife.
Q. It has never been without?
A. I do not think it has ever been without, from that time.
Q. From 1839 down?
A. Yes, sir.

Cross-examination.

By Mr. Peckham:

Q. Mr. Majors, how long had Bolcoff been living on this ranch, before you were married?
A. About eight months, I think—eight or nine months, somewheres along there. I do not recollect exactly; somewheres near
298 that time.
Q. You say for eight months before you were married, you lived on the San Augustine.
A. I went on the San Augustine, I think, the 2d day of April, 1839, and I lived on there a single man until the 19th of October, 1839, and then married. You can count it up.
Q. What were you doing on the ranch before you were married.
A. Cutting timber and making fences, and preparing a house to live in, and making a corral, and making some—

Q. You say you bought the ranch of Balcoff.
A. I did, sir.
Q. And paid him for it.
A. I did.
Q. How did you pay him.
A. I paid some of the amount in goods, and whiskey for his Indians, and so on.
Q. Where were you living in 1848?
A. I reckon I was living in San Augustine—no, let me see.
299 I may have lived at the mission; yes, I was living there.
Q. You say all the time, from 1839 to this time, you have had cattle on the Rancho Refugio.
A. Yes, and have them now.
Q. On what part?
A. The place called Cajo, a part that the sister's said belonged to my wife.
Q. What part of the ranch?
A. The upper end; up the coast where I always lived and had cattle. I always claimed there, and kept cattle there.
Q. How is that divided from the rest of the ranch, from the Baldwin creek up to the claim?
A. I considered that was the part belonging to my wife, and I always understood so, and that is the part I always occupied and claimed.
Q. She never claimed anything below that.
A. Not below the creek. I do not, sir.
300 Q. That is the north end of the ranch, is it not?
A. Rather northwest; nearer that, I suppose. I do not know the lay of the land there.
Q. Then your wife claimed from Baldwin creek to Laguna creek?
A. That is what was stated by her sisters and herself.
Q. And she never has claimed any other.
A. No, sir, not that I knew off.
Q. You were not present when any possession was given.
A. I was not.
Q. You do not know about that, only from hearsay.
A. What I heard the family and sisters, and all say.
Q When was it you had the conversation with Meader that you have spoken of?
A. Along in the time of Meador's having a mortgage on the land, and several times times since. He has offered to settle and let my wife keep that, and said he would not claim
301 it or have any disturbance about it.
Q. Since he had the mortgage on it?
A. Yes, sir.
Q. How long since?
A. I do not suppose it is more than six months ago, or eight. We had several conversations, and this is about the last.
Q. When was the first?
A. I do not recollect; it was in the time of the mortgage.

Q. Did the mortgage cover any of this land that your wife claimed?
A. Not that I know of. I do not think it did.
Q. Well at that time you say you had a conversation with him.
A. We very often talked about it. He kept his things to himself, and so did I.
Q. How did he come to say that?
A. In conversation; just as any man would talk about their land and property.
Q. Where was it? do you recollect?
A. I do not.
302 Q. Can you name any time or place where you had such conversation with him?
A. No, sir; I cannot.
Q. Can you say how the conversations were brought about?
A. No, sir; I cannot say any particular time at all, only that I have named.
Q. Can you say what particular language was used?
A. Nothing more than this part belonging to my wife. He offered first to give me a quit claim deed from the Baldwin creek up.
Q. When was that?
A. Several years ago—five or six years ago, I reckon. I considered my deed better that his'n.
Q. Mr. Majors, you say you bought that, to wit, San Augustin.
A. I do, sir.
Q. You say that there was no trade between you. You did not trade your interest or your wife's interest in the Rancho Refugio for Balcoff's interest in the San Augustin.
303 A. We never did trade. It would look very reasonable that I would buy and pay for it, and expect it back, and have to pay for it twice. It is not so; we never traded, and we never talked about it.
Q. You never told anybody so, did you?
A. I never did.
Q. Let me refresh your recollection?
A. You cannot do it on that.
Q. Do you recollect that Tom Davis sowed a crop on the San Augustin at the time the gold fever broke out?
A. I do.
Q. You recollect of his going to the mines and leaving it?
A. I bought it of him myself—Eli Moore and myself.
Q. Do you recollect Thomas Moore being around and helping to harvest the crop.
A. Yes, he was playing around; he was a boy—did not do but little at it.
Q. Did not you, in presence of Tom Moore, while there at
304 work, harvesting that crop in 1848, state, in substance, that you and your wife had traded your interest in the rancho Refugio for the San Augustin ranch.
A. No, sir; and Tom never heard me say so. I would not talk to a boy of Tom's size about such a thing.

Q. He did not hear you say so, and you never said so.
A. No, sir; he did not; and nobody else.
Q. I want to call your attention to another time. Were you present when the deposition of Jose Bolcoff was taken in this case, at his house sometime last February or March?
A. Yes, sir; somewheres along there, I reckon.
Q. You heard his testimony.
A. I did, some; not all; pretty near all, though.
Q. Do you know D. S. Paine, who attended on the part of Mr. Meader, in taking that deposition?
A. I saw a big thick-set man there; I do not know what
305 his name was.
Q. Was he present, attending to the testimony?
A. I suppose so.
Q. You heard Bolcoff's testimony in this case.
A. I did.
Q. Did not you state in the presence of Mr. Paine, just after that testimony was taken, that Jose Bolcoff's memory was remarkably clear, and he had testified correctly?
A. I said nothing to Mr. Paine, in no respect.
Q. Not in the presence of Mr. Paine.
A. No, sir; I did not. [No, sir; I did not.]
Q. You did not say in the presence of Mr. Paine that Bolcoff's testimony was remarkably clear, and he had told the truth?
A. No, sir; no, sir; nary time. If I had, I would have lied.
Q. You deny any such conversation.
A. I do deny it.
Q. Then you did not make use of any such language to Mr.
306 Joseph Skirm, in the presence of Mr. Paine.
A. No, sir.
Q. You are the husband of the last witness on the stand, are you not?
A. I do not know who the last witness was.
Q. Well, Maria de los-Angelos Castro Majors.
A. I rather think so.
Q. Who came for that money?
A. Amadeo Bolcoff.
Q. He did.
A. Yes, sir; bare-headed and bare-footed.

Paul Sweet, called for complainant, sworn.—Examined.

By Mr. Harman:

Q. How long have you known this Rancho Refugio?
A. Well, I have known it ever since—I won't be certain whether it was the spring of 1841, or 1842, that I went ashore there.
307 Q. Have you lived there since?
A. I lived there for awhile after I first came ashore.
Q. Do you know Mr. Bolcoff?
A. Yes, sir.

Q. Did you ever have any conversation with him about the ownership of that ranch?

A. Yes, sir.

Mr. Peckham. We object to that.

The Witness. You asked me if I knew Balcoff.

Mr. Harman:

Q. Did you ever have any conversation with Bolcoff?

A. Yes, sir, I did; you asked me before if I had had a conversation with Bolcoff.

Q. You know Bolcoff, and have had a conversation with him.

A. Yes, sir.

Q. State when it was.

Mr. Peckham. We object.

The Court. Let it be taken subject to the objection.

308 Mr. Peckham. We object to the question because the testimony sought is inadmissible to establish title in the three sisters; and because no foundation has been laid by cross-examination for impeaching the testimony of Jose Bolcoff, as his testimony has been taken, though not read as yet, but on file.

Mr. Harman. Well, I will withdraw the witness until rebuttal.

Here the plaintiff rested.

Mr. Peckham. We submit a motion to dismiss plaintiff's bill, for the reason that he has proved no facts which entitle him to any equitable relief against defendants.

After argument the motion was withdrawn.

Testimony for defence.

Mr. Peckham. I read in evidence a patent from the United States to Francisco Bolcoff and Juan Bolcoff for the Rancho Refugio,

309 simply to show its extent. The quantity is twelve thousand one hundred and forty-seven acres; less than three leagues.

310 Mr. Peckham offered the testimony of Jose Bolcoff, taken conditionally in this case. It was considered as read.

311

312 *John B. Alvarado, called for defendants—sworn.*

(John P. Brodie, acting as Spanish interpreter.)

Mr. Peckham:

You are the same Juan B. Alvarado that was governor of the Territory of Upper California from 1837 to 1841.

A. Yes, sir.

Q. Look at that document and say whether that is your genuine signature.

A. Yes, sir; it is my signature.

Mr. Peckham. That is the provisional grant to the three sisters,

dated March 16th, 1839; I think I have a translation of it. We offer it in evidence, and will furnish a translation of it. This is the petition by the three sisters for the grant of the Rancho Refugio, and order dated the 16th of March, 1839, that the interested parties in the petition might occupy the land provisionally; this docu-
313 ment comes from the possession of the grantees. The testimony of Bolcoff shows that this is the grant. It allows them to occupy the land subject to the future result of the petition for the grant, and it is signed by Alvarado. (Document read.)

314 Q .Look at espediente No. 131, at the :title page, the words: "Espediente promovido por Don Jose Bolcoff en pretencion del t'o conocido con el nombre del Refugio," and say if you know that handwritting?

A. It is in the handwriting of Manuel Jimeno. It was written by my secretary.

Q. How long was Manuel Jimeno secretary?

A. From the year 1839 to 1842; that is, secretary of the departmental government.

Q. What has become of Manuel Jimeno?

A. He is dead.

Q. How long has he been dead? When did he die?

A. I do not recollect, but it is five or six years ago; he died in Mexico.

Q. Look at that page, the written page 4 of this espediente, at the words "Don Jose de Bolcoff," as they appear to be written
315 over an erasure, and say if you know whose handwriting those words are in?

A. They are in the handwriting of Jimeno also.

Q. Look at the document given in evidence in this case, purporting to be a grant to Jose Bolcoff, on the date of the 7th of April 1841; examine the signatures "Alvarado" and "Jimeno," wherever they occur upon that document, and say whether they are the genuine signatures of yourself and Manuel Jimeno?

A. I recognize the signatures to be the genuine signatures of myself and Mr. Jimeno.

Q. State whether that document was executed and issued at the time it bears date?

A. Yes, sir.

Q. Explain how it was that that grant was issued to Jose Bolcoff after you had signed a provisional grant and a decree of concession to the three sisters Castro?

A. Candida, the wife of Bolcoff, presented herself before
316 me, asking a grant of that rancho is favor of herself and her sisters, Maria de los Angelos and Jacinta, and I allowed her to present a written petition for the land.

Q. Is that the same petition and espediente No. 131?

The Court:

Let him finish that answer.

A. I never saw the two other sisters; and Candida represented that she wanted the grant in favor of the other two sisters; but they never

presented themselves before the governor. Having got leave to present this petition, Candida presented that petition, signed by each of the three sisters.

Q. Is that the petition in espediente No. 131?

A. It is the same.

Q. Well, go on.

A. The regular proceedings, or customary proceedings, were ordered to be taken. According to the best of my recollection, when the espediente was prepared so as to grant the title, Candida pre-
317 sented herself again to me. That was before the title was granted; when it was ready for granting the title. She said then, that in consequence of certain transactions between Bolcoff and the other sisters, that the others sisters were to remain outside, taking no part in this grant, and they were to receive an interest in another ranch, the San Augustin, which belonged to Bolcoff, and she requested that the title papers should be drawn up in favor of Bolcoff; and in consequence, having consulted Jimeno about their interests in these matters, having more acquaintance with the petitioner, I gave him orders to have the grant drawn in favor of Bolcoff, which is the same title-paper now shown me.

Q. Then you never saw either of the other sisters?

A. No, never; Candida was the only one I ever saw. She always came before me, presenting herself as acting for the other two
318 sisters and herself.

Q. And it was at her request the grant was made out to Bolcoff?

A. Yes, sir.

Q. Look at the certificate of approval of the grant to Jose Bolcoff, on the 28th day of July, 1841, and say whether the signatures there are the genuine signatures of yourself and Jimeno, and whether that document was executed at the time it bears date.

A. I recognize my own signature and that of my secretary, and that it was made on the day of its date.

Q. Read that document and say what it is?

A. It is an approval or confirmation of the Rancho of Refugio.

Q. Whose handwritting is it—the body of it?

A. Francisco Arce, first clerk in the secretary of State's office.

319 Can you state from your recollection whether there was a session of the departmental junta in 1841?

A. I do not recollect; but from that document, I should say there was.

The Court: He only speaks from that document.

M. Peckham:

Q. Do you know whether the grant to Bolcoff had been approved? whether that ranch had been approved to Bolcoff prior to the issuing and signing of that instrument by the departmental junta?

A. It is probable it is so, as it appears from the document.

Q. You have no recollection except what appears from the document?

A. No present recollection of it.

Q. Was it the practice, in issuing these certificates, to copy from the minutes of the departmental junta the resolutions approving the grant.

320 A. It was customary to copy the words of the minutes of the act of the corte, the minutes of the act.

Q. Does that purport to contain a copy of the act of the departmental junta?

A. Yes, sir.

Q. Was it Francisco Arce's business to make such copies?

A. Yes; it was very often that Jimeno had to act as President of the departmental assembly, and in such cases he used to keep the first clerk as secretary in the assembly.

Q. That document then is in Francisco Arce's handwriting, and bears the signature of yourself as governor, and Manuel Jimeno as secretary?

A. Yes, sir.

Q. Was it issued at the time it purports to have been issued?

A. Yes, sir.

321

322 *Cross-examination.*

By Mr. Harman:

Q. How do you know the grant to Bolcoff was signed at the time it bears date? Have you a personal recollection of the fact, or do you judge from the papers merely?

A. I have answered that it was issued that same day, because I saw it in connection with that same date on the document.

Q. You have no personal recollection of it?

A. None in respect to the day; no more than from the document.

Q. Did Candida, when she came and asked to have the grant made to Bolcoff, make the request in writing or verbally?

A. Verbally, by word.

Q. When did you order Jimeno to erase Los Angeles' name, and insert that of Bolcoff in that espediente?

A. I did not tell Jimeno to erase it.

323 Q. How do you know Jimeno did erase it, from any other fact except recognizing Jimeno's writing on the erasure?

A. It is only from knowing his writing on the erased part that I know anything about it.

Q. Did Bolcoff ever present any espediente in getting his grant?

A. There was no espediente for him at all; before granting it in the name of Bolcoff it was in the names of the three sisters, and was granted to Bolcoff afterwards, in consequence of the circumstances and transfer between him and the sisters upon that espediente of the three sisters.

Q. Did you testify before the land commission that you had grant-

ed it to the three sisters, and afterwards re-granted the land to Balcoff, on the application of Candida?

A. I do not recollect. I have said here now I gave one provisional one for the occupation of the sisters, and another to
324 Bolcoff.

Q. Do you know whether or not you ever gave a titulo to the three sisters?

A. I have no recollection of giving a final title to them; but I recollect of having given it to Bolcoff in consequence of the transactions between the family.

Q. Did you base the grant to Bolcoff upon the espediente of the three sisters after what Candida said to you?

A. Yes, sir; entirely in consequence of what Candida had spoken to me.

Q. Did Bolcoff himself appear before you to get his grant?

A. No, sir.

Q. Are you prepared to say that no titulo ever issued to the sisters, or is it simply your recollection?

A. Only that provisional one, according to my recollection.

Q. Might not there have been a titulo issued, and you not recollect it?

A. Both things may have happened.

Q. If in the prefecturo of the first district, on his book, is
325 found a note of a grant or titulo to the three sisters, would not you infer from that fact that you had issued such a titulo?

Mr. Peckham. We object. It is calling for the opinion of the witness.

The Court. It is a good objection. Show him the paper and then ask him?

Mr. Harman:

Q. Have you seen within the last day or two a document purporting to be the Loma de Reson of the first district, kept by Jose Castro?

A. Yes, sir; and I have seen the record of this grant you mention. I did not examine it closely.

Q. If upon the record you have seen and the grants there, if it is recorded there, would not you infer that you must have issued the titulo?

Mr. Peckham. I make the same objection.

326 **The Court.** Ask him if he has any recollection.

Mr. Harman:

Q. After seeing the entry on the prefect's book, then have you any recollection of having issued that title?

A. No sir. After examining this entry, although not examining it very closely, I suppose it is my conjecture that it must have been the Toma de Reson, or record only of that provisional order, or possession given, and could have been nothing else; although I have not examined that particularly to see in whose handwriting it is

Q. There are other titulos recorded in that Toma de Reson?

A. I did not examine it closely, only in reference to this single entry.

Re-direct examination.

Mr. Peckham:

327 Q. Are you acquainted with a book called Jimono's Index?

A. I have no recollection of the book; but if I saw it I could say immediately whether it was such a book or not.

Q. Who prepared that original index—who made out the original?

A. I do not recollect whether it is in the handwriting of Jimeno himself or Arce; until I see the document myself I cannot say.

Q. For what purpose was it made?

A. It was made for the purpose that the secretary of State should have a list before him of the grants made, and the persons to whom they were granted, so as to facilitate the finding of espedientes when wanted.

Q. It was a mere index of espedientes?

A. Yes, sir, of espedientes; it may contain other matters connected with grants of lands which do not refer to the espedientes. I

328 do not recollect until I see it; it may refer to other matters which have no relation to the espedientes; I cannot recollect now, but it may contain them.

Mr. Peckham. We offer espediente No. 174 of the San Augustin Rancho, which is the record of the petition preceding the grant, the approval by the departmental assembly of the Rancho San Augustan to Jose Bolcoff in 1833, by Govarnor Figara.

Mr. Harman. To save trouble we will admit that a grant was issued to to Bolcoff of that date—that a grant was issued to him on espediente No. 174.

Mr. Peckham:

Q. Look at Jimeno's Index given in evidence where the words occur "el Refugio" a Don Jose Bolcoff 131. In whose writing

329 are the words "Don Jose Bolcoff," that purporting to be written over an erasure? See if you know the handwriting of the words "Jose Bolcoff" and if so, whose is it?

A. It is the handwriting Jimeno.

Q. Do you know what was written there before "Jose Bolcoff" was substituted.

A. I will examine and see if I can see now. (After examination.) No, I cannot see.

Q. In whose handwriting is the rest of this page.

A. Francisco Arce's—the whole document.

Q. When was this index made out; when were the names inserted, the ranches and names generally, during the progress of the grants?

A. It was formed at one time by Jimeno, and nothing of the kind had been done previously.

Q. This entire index was made at one time?

330 A. I believe so, and probably additions were afterward, at the time the grants were made.

Q. When was it first made up. Has not there been some other name in place of Jose Bolcoff?

A. It appears so, surely, from the appearance of the papers.

Q. Would not the names inserted first be the names of the persons applying and getting a provisional grant for the Rancho Refugio?

A. I think the names of the parties to whom original grants were made would not have been scratched out; but in such cases they would have been put in a separate line.

Q. Are not all the names here those of persons who had titulos.

A. It should seem so—all titulos.

Q. Then the name that was here in the first place was the name of the person to whom the titulo for the Rancho Refugio had issued?

331 A. In my opinion, the name was put there first of all, in consequence of the provisional grant. The same in the prefecturo's was applied and afterwards, when it was finally granted, the secretary of State altered it; that is my opinion of it.

Q. Then, in your opinion, there are some entries here of provisional orders instead of titulos, is that it?

A. Very possibly that may be.

Q. What do you think about it? Do you not know there was never any entry made there except of a titulo.

A. This was a matter belonging entirely to the secretary's office, with which, in fact, I had nothing at all to do.

Mr. Peckham. We now offer in evidence the deposition of Jose Bolcoff taken filed, in the land commission in case No. 214.

332 We understand that all the other depositions in that case are in. The deposition may be considered as read.

Among the documents on file in that case, which are in evidence, is a conveyance of this Rancho Refugio from Jose Bolcoff to his sons, Juan and Francisco, on the 8th of October, 1851; I suppose this is understood as being in evidence.

333

334 Francisco Bolcoff, call for defendants.

Sworn and examined.

By Mr. Peckham:

Q. Are you the son of Jose Bolcoff?

A. Yes, sir.

Q. How old are you? when were you born?

A. I was born in 1827.

Q. Where did you reside in the year 1838?

A. In the Refugio Rancho.

Q. What time did you go to live there—in what year?

A. I lived there the same year.

Q. Where did you live before that?

A. Where I lived before that? in San Augustin Ranch.

Q. What improvements had your father on the San Au Rancho?

A. He built a house and a corral, and fenced in a field.

Q. Where were you in 1842?

A. In the Refugio Rancho.

Q. What do you know of any agreement or trade between your father and Mr. Majors and his wife, in reference to those
335 ranches? Go on and tell all you know about it.

A. Well, all I know, my father and Mr. Majors made a swap or trade; they swapped land for land, and Mr. Majors bought of my father the improvements on that ranch, the San Augustin Ranch, which he payed four hundred dollars for, and gave a note for to pay until it is paid.

Q. When was that?

A. That was a little afterwards; after he was married.

Q. How long after he was married?

A. I do not remember how long after.

Q. Where was that agreement made?

A. In Refugio place.

Q. Were you present?

A. Yes, sir.

Q. Were Mr. Majors and Mrs. Majors present?

A. Yes, sir.

Q. Now state all you recollect about what was said between them on that occasion about the trade.

A. Well, commencing in this: My father told Mr. Majors
336 to come and build his house on the ranch, of course, one of the sisters got some interest in. Mr. Majors said he could not live at that place, because it was too cold for them, and he offered him that they would swap her land in that ranch, and that part—that interest of his wife in the Refugio ranch—they offered to give that for the San Augustin ranch.

Q. Who offered that?

A. Mr. Majors to my father.

Q. Offered to give his wife's interest in that ranch for the San Augustin?

A. Yes, sir.

Q. Well?

A. Then my father accepted the bargain to buy it, and said after that he is to pay the improvements on the ranch.

Q. Your father said it was a bargain if he would pay him for the improvements on the ranch?

A. Yes, sir.

Q. Your father gave him an order?

337 A. Mr. Majors gave my father an order for the money.

Q. For the pay?

A. Yes.

Q. Where did he get his pay, do you know?

A. I believe he got it from a vessel. I do not know; I believe some vessel that was at the land at the time.

Q. How long had you been living on the Rancho Refugio before Mr. Majors was married?

A. I do not remember very well, but not long; but one year, I believe.

Q. Who made the improvements on the Rancho Refugio when it was first settled?

A. Me and my father and one or two brothers, and two little Indians.

Q. What improvements did you make?

A. We built a house and corrals.

Q. Where did Mrs. Majors and your aunt, Jacinta, live at that time?

A. Mrs. Majors lived at San Augustin, and my aunt lived with my mother.

338 Q. Before she was married where did Mrs. Majors live?

A. Before she was married? Oh, before she was married they all lived together.

Q. On the Rancho Refugio?

A. Yes, sir.

Q. Who took care of the rancho San Augustin while your father was living at Refugio, and before Mr. Majors was married?

A. I believe nobody.

Q. Do you know anything about possession being given of that ranch by Rafael Castro to anybody?

A. Yes, sir; I was there when possession was given.

Q. By whom?

A. By Rafael Castro?

Q. To whom was it given?

A. To my father; my father was the one that took possession.

Q. When was that—in what year?

A. I believe in the same year.

Mr. Harman:

Q. You heard it mentioned in the same year?

A. In 1839.

339 Q. Are you certain about the date?

A. I would not be certain, but I believe it was that time. I will not say it was that time or not. I do not remember very well.

Mr. Peckham:

Q. Was it before or after Majors was married?

A. I believe it was after Majors was married; but I do not remember.

Q. You remember being present?

A. Yes, sir; I remember being present.

Q. Do you know anything about possession being given more than once of that ranch by Rafael Castro?

A. That is all the possession I know of being given to that ranch.

Q. Where did Majors go to live after he was married in 1839?

A. He got the San Augustin ranch.

Q. He went to the San Augustin rancho. Who claimed to
340 own that ranch from the time Majors went to San Augustin to live and its coming in the hands of yourselves?

A. My father.

Q. Who lived on it?
A. Ourselves.
Q. When did Majors first bring his cattle to that ranch?
A. Some time in 1849; I do not remember the month.
Q. Where did he bring them from?
A. He brought them from San Augustin ranch.
Q. State whether or not Majors had any cattle on the ranch before that.
A. No.
Q. Any horses?
A. No horses.
Q. Are you sure of that?
A. Yes, sir.
Q. How do you know that?
A. Because I lived on that ranch.
Q. How did Majors come to bring his cattle on the ranch in 1849?
A. He says San Augustin has no pasture, and he would be sure that all the cattle would die; and he went to ask permission
341 of my father. He used to be at the old mission, San Jose. He went there and got permission to bring the cattle down to the ranch for a year, or six months after that, so as to let the other ranch let the grass growing and get them back.
Q. Where was you father?
A. At the mission San Jose.
Q. Did Majors go there?
A. Yes. sir.
Q. And your father lived there at the time?
A. Yes, sir.
Q. Were you present when he came?
A. Yes, sir.
Q. You heard the conversation?
A. Yes, sir.
Q. Majors wanted permission to put his cattle there a year or so, because the grass was short on his ranch?
A. Yes, sir.
Q. Your father gave the possession?
A. Yes, sir.
Q. And he took his cattle there in 1849?
A. Yes, sir.
Q. He never had cattle there before that time?
342 A. No, sir.
Q. Who made the rodeos on the Rancho Refugio, between the years 1840 and 1849?
A. Ourselves.
Q. You gave rodeos yourselves?
A. Yes, sir.
Q. Did Majors ever give any?
A. No, sir, not at that time.
Q. Did he ever come to the rodeos?
A. No, sir.

Q. Where were the rodeos made?

A. Close to the house.

Q. Between the years 1839 and the time Majors brought his cattle upon the ranch, was there ever any rodeos on the part of the ranch above the Baldwin creek?

A. No, sir.

Q. Whose cattle ran up there?

A. Our cattle.

Cross-examination.

By Mr. Harman:

Q. Did your mother live with your father and you on the ranch from time possession was given down to the time of the death
343 of your mother?

A. Down to the time of her death. Yes, sir.

Q. Your mother was Candida Castro?

A. Yes, sir.

Q. You were about twelve or thirteen years old, when this arrangement between your father and Majors about the swapping of ranchos was made?

A. I do not remember how old I was; I remember it.

Q. How did you come to hear of this trade of ranches? Where did you first hear of it? in the house, out in the field, or where?

A. In the house.

Q. Who were present? the family?

A. Well, the family.

Q. You recollect it distinctly?

A. Yes, sir.

Q. What were the improvements on the San Augustin worth at that time?

A. There was a house and a corral.

Q. How much were they worth; how much money? every-
344 thing except the land.

A. Well, they were worth between eight and nine hundred dollars.

Q. What did Majors agree to pay for them?

A. He agreed to pay four hundred dollars.

Q. Did you know at the time how much they were worth? When you were only twelve years of age, could you tell, or have you learned since about it, for all of the improvements?

A. Well, I know that, from things I can see now, and I know that they were worth that much.

Q. What was the San Augustin ranch worth at that time?

A. I suppose between twenty or thirty thousand dollars.

Q. What, in 1839?

A. Yes, sir.

Q. How much was Refugio worth?

A. I suppose it was worth at that time between fifty and sixty thousand dollars.

Q. In 1839?

A. Yes, sir.

346 Thomas W. Moore, called for defendants—sworn.

Examined.

By Mr. Peckham:

Q. How long have you known the Rancho Refugio?

A. Seventeen or eighteen years.

Q. In what year did you first become acquainted with it?

A. In the year 1847.

Q. Where did you reside in the year 1847 to 1850?

A. From the winter of 1849—from November, 1847 until sometime in 1848, I lived on Rancho Refugio in 1848 or 1849.

Q. What means have you of knowing what cattle were upon the ranch, and who occupied it?

A. I was on the ranch most every day, riding over it on horseback with Bolcoff's sons and the vaqueros. I attended the rodeos and saw the cattle gathered frequently.

Q. You rode about on the ranch nearly every day with
347 the Bolcoff boys?

A. Yes, sir.

Q. Who occupied the ranch at that time?

A. Bolcoff and his family.

Q. Who occupied that portion of it north and west of Baldwin's creek?

A. Bolcoff occupied the whole ranch at that time.

Q. You say you attended the rodeos?

A. Yes, sir.

Q. Did you ever see Majors at any rodeos on that ranch?

A. I do not remember ever seeing him there.

Q. Do you know whether he had any cattle there?

A. He did not.

Q. Do you know Majors' cattle? Do you know his brand?

A. Yes, sir.

Q. You say you know Majors never had any cattle there in 1847 or 1848?

A. I never saw any cattle or horses with his iron on?

Q. Would you have seen and known it, if they had been
348 there?

A. Certainly, sir.

Q. When did Majors first bring his cattle to the ranch?

A. I think it was in June or July, 1849.

Q. Where did he bring them from?

A. He brought them from the San Augustin.

Q. Do you know the cause of it?

A. In consequence of the grasshoppers having destroyed the grass on the San Augustin ranch.

Q. State to the court whether you attended the rodeo there next year, in 1850.

A. I did.

Q. Will you state whether you there heard any conversation be-

tween Jose Bolcoff and Joseph L. Majors about his cattle upon that ranch; and if so, what it was?

A. I heard the conversation. I am not positive whether Jose Bolcoff was present or not, but Juan and Amudeo and Francisco, his three eldest sons were present, and told Majors they wanted him to take his cattle off there some time during that summer.

349 Q. Well, what did Majors say?

A. I think he agreed to it.

Q. That was in 1850?

A. That was in 1850.

Q. Were you living upon that ranch then?

A. No, sir. I was living in the mission at that time.

Q. Are you the son of Eli Moore?

A. I am.

Q. An original party to the suit; but it has been dismissed as to you.

A. Yes, sir.

Q. Your family own part of that ranch?

A. Yes, sir.

Q. How long have you owned it?

A. Since December, 1847.

Q. Have you occupied it ever since?

A. Yes, sir.

Q. Have you ever heard Majors make any statements in relation to how he came by the Rancho San Augustin?

A. I have.

Q. Go on and detail those statements; tell how they oc-

350 curred, and when and where.

A. Some time in the spring of 1848—I think it was in the month of March—Mr. Majors, father, and myself went up to the Rancho San Augustin to get some seed-wheat to sow on the lands. We owned then, and [and] still own on the Refugio, and I heard him in conversation with my father go on and relate the trade he had made with Bolcoff, after stating that he had given his wife's interest in Refugio Rancho for the San Augustin Rancho.

Q. That was in 1848?

A. That was, I think, in the spring of 1848, February or March.

Q. Did you ever hear any such conversation after that time?

A. Yes, sir.

Q. Well, when?

A. Then in the summer of 1848 I heard him make the same statements.

Q. Where was that?

A. That was on the San Augustin Ranch.

351 Q. What were you doing at that time?

A. Harvesting a crop of wheat, or helping to harvest it.

Q. You heard him state at that time that he and his wife had traded their interest in Refugio for the San Augustin.

A. Yes, sir.

Cross-examination.

By Mr. Harman.

Q. How old are you?

A. I am thirty-four.

Q. How did this conversation as to the exchange of ranches happen to come up?

A. They were talking about land matters generally; about my father having bought a portion of the Refugio Ranch, and my father had just came to the country, and was very inquisitive as to land matters, and during the conversation about these ranches that statement was made.

Q. You say Bolcoff occupied it in 1848 and 1849, and had charge of the whole Refugio Ranch.

A. Yes, sir.

Here the court adjourned until to-morrow at half-past ten o'clock a. m.

352 THIRD DAY.

FRIDAY, *July* 13, 1866.

Mr. Peckham: We purpose to file with the court a certified copy, from the surveyor general's office, of the records in the case in the land commission No. 214.

Francisco Bolcoff recalled for the defendants.

Mr. Peckham:

Q. We understood you yesterday as saying your impression was that this juridicial possession was given in 1839. Have you any better recollection on that subject this morning?

A. No.

Q. You cannot tell what year it was?

A. No; I cannot tell.

353 Mr. Peckham read in evidence the stipulation on file, signed by complainants and defendants, filed in this court on the 29th day of March, 1866; that all the documents, depositions, and testimony on file in the land commission in cases No. 207 and 214 shall be read in evidence in the hearing of this case; that the parties may also use the certified copies of all depositions taken in the State Court and District Court of the county of Santa Cruz, in the case of Vassault *vs.* Meader, and certified in this case.

Mr. Peckham. We now offer in evidence a conveyance from Joseph L. Majors to Hiram D. Scott of the Rancho San Augustin, on the 9th day of September, 1850, for the sum of ten thousand.

The document was considered as read.

354 R. C. Hopkins, recalled for defendants.

Mr. Peckham:

Q. M. Hopkins, I will ask you first, if in the record of the juridical possession of Jose Bolcoff in 1842, there is any diseno or map?

A. There is.

Q. Is there any endorsement upon that diseno or map?
A. There is, sir.
Q. Who is it signed by?
A. Manuel Jimeno, secretary of State.
Q. Is that his genuine signature?
A. It is.
Q. This diseno belongs to the record of juridical possession?
A. Yes, sir.
Q. Read it to the court.
A. (Reading.) "The subscribing secretary of State of the department of California, certifies that the map which is shown upon the other side of this paper is a copy of the original which is attached to the espediente of Jose Bolcoff, and which is found
355 in the archives of the government.
"Monterey, May 14, 1842.
"MANUEL JIMENO."

(No cross-examination.)

Mr. Peckham. I believe it is conceded that the complainant claims the interest of Maria Candida Castro, under a deed executed by her to Jose and Amadeo Bolcoff, on the 21st day of February, 1859.
Mr. Harman. Yes; I believe that is the date.
Mr. Peckham. It is the conveyance under which they claim the interest of Maria Candida Castro.

Francisco Alcina, called for defendants—sworn.

Examined.

By Mr. Peckham:

Q. Look at this document purporting to be a conveyance from Jose Bolcoff and wife to Moses A. Meader, of the 22 day of July, 1850, and say whether your name, as it appears written as subscribing witness, is your genuine signature.
A. Yes, sir.
356 Q. Did you see that document signed by Bolcoff and wife?
A. By Bolcoff; I think her husband signed for her and she put her mark; I do not think she could write.

The Court. She signs by a mark.
A. Yes, sir.
Q. You saw her make her mark?
A. Yes, sir.

Mr. Peckham:

Q. This deed purports to be for a consideration of the sum of two hundred dollars to them in hand paid. Do you know anything about payment of the money?
A. I think I saw some money paid. I cannot tell exactly about how much it was.

Q. By whom?
A. Meador.
Q. To whom?
A. I think he gave it to the old man.
Q. Old man Bolcoff?
A. I think he did.

Cross-examination.

By Mr. Harman:

357 Q. Where were you when this deed was signed?
A. At Santa Cruz.
Q. At their house, your house, or where?
A. I think it was down town, at some doctor's office, some place; I think it was doctor Stevenson's.
Q. Do you recollect the fact of being there now?
A. Yes, sir; I do recollect it.
Q. Do you recollect it from seeing the signature here, or independently.
A. No, sir; if I do not see it at all, I should recollect it.
Q. You recollect the circumstance from your memory.
A. Yes, sir.
Q. You say she made her mark there?
A. Yes, sir.
Q. How did she make it?
A. With her hand, I suppose.
Q. She took a pen in her hand?
A. I expect she did.
Q. Did she or did she not?
A. Yes, sir; she took the pen in her hand and made it.
Q. Does she understand English?
358 A. I never heard her talk English.
Q. Was it read to her?
A. I think I read it myself.
Q. You interpreted it into Spanish?
A. In Spanish.
Q. She does not talk English?
A. I do not know. I never heard her talk English.
Q. Do you know whether she does or not?
A. I do not, sir.
Q. Do you think so? What is your judgment?
A. My judgment is, I do not think she did.
Q. Are you a native Californian?
A. No, sir; I am from old Spain, sir.

Mr. Peckham:

Q. You were sheriff of the county at the time, I believe, were you not?
A. Yes, sir.

Mr. Harman:

Q. Was it signed on the day it bears date, the 22d of July, 1856? Do you remember whether it was signed on that day or not?

A. I do not; I cannot recollect if it was signed the same
359 day it was made or not.

Q. It is acknowledged on the back here before the recorder or clerk. Were you present when it was acknowledged—the same day?

A. I do not think I was.

Q. Of course you did not interpret the English before the recorder at all, if you were not present when it was acknowledged.

A. I do not recollect that I did.

Q. Do you know the recorder—S. P. Stevenson, recorder?

A. S. P. Stenenson? that is the doctor I named.

Q. Does he understand Spanish?

A. I cannot say. I never heard him talk Spanish.

Q. You have heard him talk English?

A. Yes, sir.

The deed was considered as read in evidence.

360 *Re-direct examination.*

Mr. Peckham:

Q. Mr. Alcina, look at this document, purporting to be a conveyance from Jose Bolcoff and wife, to Moses A. Meader, on the 31st day of March, 1851, and say whether your name, as it there appears as subscribing witness, is your genuine signature.

A. Yes, sir.

Q. Did you see that deed signed by Mr. and Mrs. Bolcoff?

A. Yes, sir; I signed Mrs. Bolcoff's name myself; she made her mark; and Jose Bolcoff signed his own name.

Q. What do you know, if anything, of the payment of any money for that deed. It says twelve hundred dollars.

A. Yes, sir; I think I know something about that money.

Q. What do you know about the payment?

A. I think payment was made in gold dust. I think so.

361 The Court:

You say you think payment was made.

A. It was made, sir; I recollect there was some case, and I think this was the one, where money was paid in gold dust, and I took it home until the next morning. It was paid at night; and the next morning Amadeo came and took the money away with him.

Re-cross-examination.

Mr. Harman:

Q. Did you explain the contents of this deed to Mrs. Bolcoff?

A. I think I did.

Q. Did you or not?

A. I think I did; because he generally had me explain matters to her, and I think I did.

Q. Do you recollect the fact; or do you rely merely upon your custom of explaining?

A. I could not say exactly; but I used to read documents and tell them exactly how it was.

362 Q. When you were in the habit of reading documents, did you read them all over, or give the substance only?

A. Just the substance in explanation.

Q. You say the money was paid to Amadeo Bolcoff?

A. No, sir.

Q. Yes; you said it was paid to him the next day.

A. I gave him the money next day.

Q. Where?

A. In my house, in Santa Cruiz.

Q. Was Bolcoff or Mrs. Bolcoff there?

A. No, sir; he came on horseback on his way to San Francisco: he was to leave that morning.

Q. He is Bolcoff's son, is not he?

A. Yes, sir; Bolcoff's son.

Q. Did you see this instrument acknowledged? or do you know whether it was acknowledged before the recorder, or not?

A. I cannot say.

Q. You do not know whether it was ever acknowledged or not?

A. No, sir.

363 Q. You do not know whether you interpreted it or not before the recorder?

A. I know I done some interpreting before Doctor Stevenson, the recorder, then; but I cannot say exactly what documents they were, it has been so long.

Re-direct examination.

Mr. Peckham:

Q. I understood you that this money was paid over when it was signed, and left at your house until the next day, when Amadeo came and got it.

A. Yes, sir.

Q. Who was Amadeo Bolcoff?

A. Bolcoff's son.

Q. At whose request was it left at your house?

A. Upon the old man's—Balcoff's. He told me that Amadeo would call the next morning and get it; and he did so.

The deed was offered and considered as read.

364 Lombard B. Clemens, called for defendants—sworn.

Examined.

By Mr. Peckham:

Q. Look at this document purporting to be a mortgage from Jose Bolcoff and Candida Bolcoff, his wife, and Amadeo Bolcoff, to Moses

A. Meader, of the 21st day of January, 1851, and say whether your name, as it there appears subscribed as witness, is your genuine signature?

A. Yes, sir.

Q. Tell the court whether you saw that deed signed by Jose Bolcoff and his wife.

A. I did.

Q. That purports to be a mortgage to secure the payment of the sum of two thousand dollars. Do you know anything of the advancement or loan of that money by Meader, to the Balcoffs?

A. Yes, sir.

Q. Did you see the money paid?

A. I did, sir.

Cross-examination.

By Mr. Harman:

365 Q. Did you explain this language to her?

A. Did I? I think not.

Q. You saw her sign her name; that is all.

A. I saw her make her mark there.

Q. Who wrote it?

A. She took the pen; I do not recollect who wrote her name.

Q. Do you understand Spanish?

A. I do, sir.

Q. You did not explain this instrument to her.

A. I do not think I could have done so at the time.

Q. You did not understand Spanish then?

A. Not sufficiently.

Q. It was not explained to her that you know of; you only saw her sign.

A. I think it was explained to her; by whom, I do not recollect.

Q. How do you know, if you do not understand Spanish?

A. I only know from the conversation had at the time the instrument was signed, and at the time the money was paid.

Q. She did not understand English.

366 A. I think not.

Q. You did not explain it to her?

A. I did not.

Re-direct examination.

Mr. Peckham:

Q. Look at the other signature there—subscribing witness J. L. Majors—and tell us whether Mr. J. L. Majors signed that as witness at the time you did?

A. That is J. L. Majors' signature.

Q. Is that the same J. L. Majors who was examined as a witness?

A. Yes, sir; but my memory does not serve me as to whether he was present at the time or not; but he certainly must have been, I

think, from the fact of his man being there, as the others are. In fact, I do not recollect who all were there. Several were there at the time—most of the family. The signatures of those here were there at the [at the] time; and I think some of the rest of the Bolcoff family.

Q. You have no particular recollection as to Majors being
367 there.

A. I have not.

Q. Do you recollect any objections made at the time by anybody that Majors or his wife claimed an interest in the property.

A. No, sir.

The paper was offered in evidence and considered as read.

168 Mr. Harmon. We object that there is no proof whatever that she understood the contents of the deed. It is in English, and he did not explain it. She does not know a word except Spanish, and the deed is in English?

The witness: I did not think I was called upon to explain it.

Mr. Peckham:

Was it understood at the time what the instrument was?

A. Yes, sir; it was talked over among them, but not being very conversant with the Spanish language at the time, of course, I did know what was said.

Mr. Harmon. I think the best way is to let all the proof go in, and then upon the argument we shall contend that it is not sufficient.

369 Mr. Peckham. We now offer in evidence a conveyance from Jacinta Castro to her sister, Maria Candida Castro, wife of Jose Bolcoff, dated the 14th day of October, 1852.

The court. How much property does it cover?

Mr. Peckham. All her right, title, and interest in the Refugio rancho.

Mr. Harman. We object to this copy. They should produce the original.

Moses A. Meader called for defendants, sworn examined.

By Mr. Peckham:

Q. Here is a certified copy of a deed, as it was recorded from Jacinta Castro to Maria Cundida Castro for her interest in the Rancho Refugio, dated the 4th day of October, 1852. I ask you, if you have got in your possession, or ever had, or ever saw the original of deed?

A. I never did. I could not find it.

Q. You never could find it.

A. I talked with Bolcoff about it. He said he did not
370 know what had became of it; that about the time that Colonel Plungeau had a law suit, about that time he have the deed to Plungeau. Castro gave the deed to Plungeau somewhere about that time, and it was lost. He said he had seen it, but I have never seen it. I have tried to get it, but they say it is lost.

The Court:

Q. You never have seen it.

A. No, sir.

Cross-examination.

Mr. Harman:

Q. When did you inquire for this deed?

A. I have inquired a number of times. When I have had law suits for my firm, I have tried to get that, and had to get a copy. It is on record.

Q. You say you have inquired when there have been law suits some time ago?

A. Yes, sir.

Q. How long ago?

A. I cannot recollect. I tried to get that deed. I have heard
371 them say there such a deed, and it was on record.

Q. Have you heard the question, whether this deed existed or not, raised before?

A. I never saw the original. No.

Q. Did you ever see any person who said they had the original in their hands or possession at that time? Did Bolcoff ever tell you he had a deed?

A. He had the deed, for Mr. Wright has told me he saw Bolcoff when he came into Montery, and said he had the deed from her sister. Mr. Wright told me, and I found the deed on record, but I never saw the deed.

Q. Did you ever talk with Jacinta Castro about the execution of the deed?

A. No; I never was acquainted with her?

Q. Did you ever see her at all?

A. No, sir, not to know her.

Q. Do you know that she denies that any such deed was executed at all?

A. I never saw her to talk with her or speak with her, in
372 the world.

Mr. Harman: I will waive the formality of an affidavit being in the writing made in reference to the loss of the deed.

(Deed read.)

373

374 Mr. Peckham. I now offer a subsequent deed from Maria Candida Castro and her husband, Jose Bolcoff, to Moses A. Meader, covering the same property covered by these other two deeds or conveyances. It is a conveyance from Jose Bolcoff, Maria Candida Balcoff, Francisco Bolcoff, and Juan Bolcoff to Moses A. Medaer, dated the 19th day of March, 1853, properly acknowledged before a notary public.

In connection with the last deed, I now offer a copy of a deposition of Pacificies Ord, taken in State Court, in the case of Vas-

sault *vs.* Meader proving the execution of that deed. The deed of the 19th of March, 1853, was considered as read.

375
376 Mr. Peckham. We now offer, in evidence, a mortgage from Jose Bolcoff and wife, Francisco Bolcoff, and Juan Bolcoff to Moses. A Meader, dated the 19th of March, 1853.

The mortgage was considered as read, being a mortgage of a league square of the Rancho Refugio, covering about the same premises.

377
388 B. C. Whiting called.

Mr. Harman:

Q. Mr. Whiting, did you explain to Candida Bolcoff the contents of this paper?

A. No, sir; I did not understand Spanish well enough.

Q. Was it explained by anybody?

A. Yes, sir; by Peter Tracy, who is now dead; who was county clerk then.

Q. How do you know he explained it?

A. I understand enough Spanish to know that, though I could not explain it myself.

Q. Do you think he explained it?

A. I have no doubt of it in the world. He is an excellent Spanish scholar.

Mr. Peckham:

Q. Who was he?

A. Peter Tracy was county clerk.

The Court:

Q. You told him to explain it?

A. Yes, sir. I took him there for that purpose. Tracy was
379 a particular friend of the Bolcoffs, and they requested that he should be called in to explain it.

Mr. Peckham. We now offer in evidence the judgment roll in the case of Meader *vs.* Bolcoff, foreclosing that mortgage, and also rendering a personal judgment against all of the mortgages; it is dated the 2d of July, 1855, in which there is a personal judgment against Maria Candida Bolcoff and Juan Bolcoff, and then a decree for the sale of the mortgaged premises, and a direction for an execution against them for any deficieney after the execution of the property.

The judgment roll was considered as read.

380 Mr. Peckham: We now offer in evidence a notice of action in the same case, filed with the county recorder, and recorded the 13th of April, 1855.

The paper was considered as read.

381
382 Mr. Peckham. We now offer a copy of the execution issued

upon that decree of July 8, 1855, together with a certified copy of the judgment and judgment book, and a copy of the deposition of J. G. Colwell, in the case of Vassault *vs.* Meader. Also, an affidavit, attached to the copy, of T. T. Tidball, county clerk.

Mr. Harman. I object to that affidavit. I do not know what that has to do with it. It is an affidavit of the clerk, not as to any document, but an affidavit as to other matters. He should be here.

Mr. Peckham. It is an exparte affidavit, to prove the loss of a paper.

Mr. Harman. There is no description of the property in the order of sale. The execution says a copy is annexed, and the execution is returned, and there is no property described. We have now
383 an affidavit of the clerk, in which he says he cannot find the copy.

Mr. Peckham. The deposition of the sheriff shows there was a copy of the decree attached to the writ, and returned to the clerk's office with the writ. Now, the affidavit proves a search, and the loss of the copy. Now, then, we offer a certified copy decree from the judgment book.

Execution, copy of judgment, deposition of Coldwell, and affidavits read.

384 Mr. Peckham. We now offer in evidence the sheriff's certificate of sale, dated the 1st day of August, 1855, in which he certifies that he sold the property to Moses A. Meader, the first day of August, 1855. Read.

Mr. Peckham. We now offer a conveyance from the sheriff, Leander G. Colwell, of the county of Santa Cruz, to Moses A. Meader, dated the 13th day of February, 1856. Read.

Our intention is, in offering these deeds, to offer all the certificates as to the acknowleding and recording. We offer them, with all the certificates upon them, in all the deeds we offer.

Mr. Harman. You did not offer certificates on the other deeds, and proved them without the certificates.

Mr. Peckham. We now make the offer—all the certificates and endorsements. Read.

385 Mr. Peckham. We offer a certified copy of the transcript of judgment in the case of Meader *vs.* Bolcoff, the execution dated October 31, 1855. In the case of Meader *vs.* Bolcoff, directed to the sheriff of the county of Santa Cruz, commanding him to make up the deficiency in the judgment. Also, the sheriff's certificate of sale in the same case, dated the 5th day of February, 1856, showing that he had sold all the right, title, and interest of defendants Maria Candida Bolcoff, Jose Bolcoff, and Francisco Bolcoff, in and to the Rancho Refugio to Moses A. Meader. Read.

Next, we offer a conveyance from the sheriff of the county of Santa Cruz to Moses A. Meader, of the property, in pursuance of that sale, dated the 8th day of August, 1856.

The paper was considered as read.

Mr. Peckham. Then another deed from the same sheriff to Moses A. Meader, dated September 2d, 1856, O. K. Stampley, sher-
386 iff of the county of Santa Cruz, to Moses A. Meader. (Read.)

Another deed from O. K. Stampley, sheriff of the county of Santa Cruz, to Moses A. Meader, dated the 12th of April, 1859, of the same sale, which we say in our answer, was made to remedy a supposed defect in the first deed. (Read.)

Mr. Harman. This second deed was made under the same authority as the first deed, and under no other authority?

Mr. Peckham. The sheriff at that time was out of office—in 1859—that is, his term of office had expired at the time he executed that last deed.

Mr. Peckham. I do not wish to offer a duplicate, but for fear I might make a mistake, I will offer a certificate of sale, in the case of Moses A. Meader *vs.* Bolcoff and others, to O. Stanley, dated the 5th day of February, 1856.

Next, a conveyance from Moses A. Meader to Ignacio Castro, dated the 3d of September, 1856. A certified copy from the rec-
387 ords. The paper was considered as read.

Also, a copy of a conveyance from Ignacio Castro to William Dunlap, dated December 29th, 1855. The paper was considered as read.

Also, a certified copy of the record of a deed from William Dunlap to Geo. Pace, dated the 8th day of November, 1864. (Read.)

Also, another conveyance from Jacinta Castro to Moses A. Meader, dated the 5th day of September, 1855.

The paper was considered as read.

Also, a copy of a conveyance from Moses A. Meader to Bascom B. Case, dated the 22d day of May, 1856.

The paper was considered as read.

Also, a copy of a deed from Case to D. Hecox, dated February 26th, 1864.

(The paper was considered as read.)

Also, a a copy of a deed from Bolcoff, Maria Candida Castro, Juan Bolcoff, and Francisco Bolcoff, to Alvin D. Jordan, dated the 5th of October, 1853. (Read.)

388 Also, a conveyance from Alvin D. Jordan to Isaac E. Davis, dated the 28th day of April, 1857. (Read.)

Also a conveyance from Jose Bolcoff, Maria Candida Bolcoff, Juan Bolcoff, and Francisco Bolcoff to John H. Watson, dated the 10th day of July, 1855. (Read.)

Also a conveyance from John H. Watson to Alvin D. Jordan, dated April 1st, 1856. (Read.)

Also a conveyance from Alvin D. Jordan to Isaac E. Davis, dated 28th day of April, 1857. (Read.)

Also a conveyance from Moses A. Meader to Samuel Adams, dated the 2d day of February, 1855. (Read.)

Also a conveyance from Moses A. Meader to Samuel Adams, dated the 6th day of June, 1862. (Read.)

Also a conveyance from Jose Bolcoff, Maria Candida Bolcoff, Juan Bolcoff, and Francisco Bolcoff to John H. Watson, dated the 1st day of June, 1855.

(Read.)

389 The paper was considered as read.

Also a conveyance from John H. Watson to Vandervoort, Peckham & Coult, dated June, 1st, 1855. (Read.)

Mr. Peckham. As I am the only defendant personally interested in that, and do not want to go on the stand. I will ask the counsel to agree upon the identity of that land. It is about seven hundred acres in the northwest corner of the ranch.

Mr. Harman. My impression is it is all the same; but I will look at it before making an admission.

Mr. Peckam also offered in evidence another deed from John H. Watson to Peckham & Coult, dated the 1st day of June, 1855. (Read.)

Mr. Peckham. The two deeds from Watson to Vandervoort,
390 Peckham & Coult, and the other to Peckham & Coult, both contain the same property.

Mr. Harman. That is my recollection, but Mr. Vassault thinks there is a little difficulty.

Mr. Peckham read in evidence a deed from Jose Bolcoff, Candida Bolcoff, Juan Bolcoff and Francisco Bolcoff to Peckham & Coult, dated the 1st day of June, 1855.

Also a deed for John H. Coult to R. F. Aeckham, defendant, dated the 22d of May, 1861.

Also a deed from Joseph C. Vandervoort to Peckham, dated the 26th day of November, 1863.

Mr. Wallace read in evidence a certified copy of a deed from Moses A. Meader and wife to Manuel and Thomas Brockelbank, dated July, 10, 1863.

Also an original conveyance made on the 12th of August,
391 1863, from Brockelbank to the Santa Cruz Petroleum Oil Works Company, which is admitted here to be a corporation, the consideration being eight thousand five hundred dollars, which is admitted to have been paid at the time of the deed.

Mr. Peckam. The conveyances from Mender to Brockhelbank conveys all his interest in the whole ranch, and he took a mortgage back to secure the payment of the purchase price. Afterwards he released from that mortgage the particular portion which the Petroleum Oil Works Company now claim in this suit. Since that time, the title to the remainder has passed back by foreclosure and sheriff's deed.

Mr. Harman. That is so.

Mr. Wallace. This mortgage was released so far as our place is concerned.

Here the court took a recess.

392 After the recess, Mr. Fabens, on behalf of defendant Curtis, offered in evidence a deed from Jose Bolcoff and Maria Candida Bolcoff, his wife, to Augustus L. Plungeon, dated the 21st day of November, 1857.

Mr. Harman. It goes in subject to objection hereafter.

Mr. Fabens. That notary explained through an interpreter as appears on theface of it.

Mr. Harman. We take the point that he cannot swear an interpreter as a matter of law.

Mr. Ston, also, read in evidence another deed of the same date, the 21st of November, 1857, by the sheriff of Santa Cruz county to the same party, Augustus, L. Plungeon.

Also a deed from Augustus L. Plungeon to Gustave Fou-
393 chard, dated the 20th day of January, 1858.

Also offered in evidence a deed from Gustave Fouchard to Thomas Curtis, one of the defendants, dated the 24th day of May, 1861.

Also another deed from Fouchard, the same party, to Thomas Curtis, the same defendant, dated the 20th day of April, 1864.

Mr. Harman. The only point in all those deeds is that of the interpreter.

Mr. Wallace. I offer in evidence now, on behalf of the Santa Cruz Oil Company, a deed from Thomas Curtis, dated the 17th of May, 1865. Read.

Mr. Peckham. I have a translation here made by Mr. Williams, who is present now in court, of the provisional grant to the three sisters, of the 16th of March, 1839. It is the document we have introduced in evidence. Read.

Mr. Harman. As to the identity of Mr. Peckham's land,
394 referred to before the recess, there is no doubt of it.

Mr. Peckham. I will state it the way I want it down. The deeds covering that tract of land, the land embraced in the deeds of the Bolcoffs to Watson and to myself, and Coult, of the 1st of June, 1855, describing two tracts of land contiguous to each other, together forming one tract containing about seven hundred acres, and bounded by Laguna Creek on one side, and by the Bay of Monterey on the other, and the different mesne conveyances from Watson to myself, convey to me whatever interest was conveyed to the Bolcoffs by the first named deeds.

Mr. Harman. Very well. Do you state that the deed to
395 you cover the same land as the deeds of Bolcoff and Watson, and no other?

Mr. Peckham. The same land and no other. If it covers any other land I do not claim it.

396 George Pace called for defendants—sworn.

Examined.

By Mr. Peckham:

Q. You are the defendant, George Pace, are you not?

A. Yes, sir.

Q. There has been three deeds in evidence here, one from Meader to Ignacio Castro; one from Ignacio Castro to William Dunlap, and one from William Dunlap to yourself. Are you acquainted with those deeds?

A. I have examined the record.

Q. Do you know the tract of land described in the deed from Dunlap to you?

A. Yes, sir.

Q. Is that a portion of the same premises conveyed by Meader to Castro?

A. Yes, sir.

Q. Is it the same premises conveyed by Castro to Dunlap?

A. Yes, sir.

Q. How much was there of that tract of land?

397 A. Not quite one hundred acres; ninety-nine acres.

Q. What is the particular location of it on the Rancho Refugio?

A. It is bounded on the south by the bay or ocean, and it runs out to the foot hills.

Q. How is it bounded upon the other side?

A. It is bounded on the east by one hundred acres deeded to Meader; on the west by lands occupied by Majors.

Q. How long have you known that tract of land?

A. Since the fall of 1864.

Q. Who was in possession of that tract of land, if any one, at the time you purchased it?

A. Mr. Dunlap.

Q. William Dunlap?

A. Yes, sir.

Q. How did he occupy it?

A. He occupied it as a farm—farmed it, and kept stock on it.

Q. Was it or not enclosed?

398 A. Yes, sir; it was nearly all enclosed.

Q. You purchased of him?

A. Yes, sir.

Q. How did you pay for it? or did you pay for it?

A. Yes, sir; I paid for it in gold.

Q. How much?

A. Seven hundred and fifty dollars.

Cross-examination.

By Mr. Harman:

Q. Mr. Pace, you hold under Dunlap, you say?

A. Yes, sir.

Q. Who did Dunlap hold under?

A. Castro.

Q. Dunlap held under Vassault, after Vassault getting judgment in the Meader suit?

A. No, sir; not from what I see in the record.

Q. I am not talking about the record. You do not know that Dunlap was turned out by a writ?

Mr. Peckham. We object.

399 Mr. Harmon. I want to know whether he knows whether Dunlap held under Vassault. He says he held under Castro.

The Witness. Nothing of that kind came to my knowledge until Vassault told me.

Mr. Harman:

Did you ever hear from Dunlap that he was a tennant of Vassault?

A. No, sir.

Q. Did you ever hear that Dunlap held under Vassault?

A. No, sir; I never did until Vassault told me.

Q. When was that?

A. Last fall—no, not last fall, this spring; after the suit was instituted, Vassault asked me that question, and I told him I did not. That was the first knowledge I had of it.

Q. What was the value of the property you bought?

400 A. Well, sir, I do not know.

Q. What do you think?

A. I presume that land would rule about ten dollars per acre.

Q. How many acres?

A. Ninety-nine acres and some hundredths.

Q. How much did you give?

A. Seven hundred and fifty dollars.

Q. Was not all you bought the cattle, cows, horses, and wagons?

A. We got some cattle with the land.

Q. How much personal property did you get with the land?

A. Well, at that time it would not amount to much. It was a dry year, and I expected every one to die. I did not put a value upon it.

Q. How much would it all have been worth?

A. Well, it would not have been worth, I suppose, one hundred and fifty dollars. I could buy good cows for from two to five dollars at the time.

Q. How much was it worth?

A. What cattle I got?

401 Q. And horses, wagons, and teams you got, did you not?

A. No, sir; nothing at all.

Q. Nothing but the cattle?

A. Nothing but the cattle.

Q. How many?

A. I think about sixteen.

Q. How much were they worth a head?

A. I could buy cows for from two to five dollars a head. That was all they were worth.

Q. What wagons or horses did you get?

A. None, sir.

Q. And nothing except the cattle running on the ranch?

A. That is all.

Q. You bought the land; nothing else?

A. Yes, sir.

Q. What were the houses, fences, etc., worth?

A. Well, sir, the improvements were very poor. I could hardly make an estimate. The place was in a rack; the fences were down, and the houses were very ordinary.

402 Q. They were worth something?

A. Oh, yes.

Q. How much? Five hundred, all told, or a thousand?
A. No, sir; I think not half of that.
Q. Half of what? A thousand?
A. Half of five hundred.

W. H. Moore called for defendants—sworn.

Examined.

By Mr. Peckham:

Q. Mr. Moore, are you acquainted with the Rancho Refugio, in Santa Cruz county?
A. Yes, sir.
Q. How long have you been acquainted with it?
A. Ever since the latter part of 1847.
Q. Who had possession of that ranch when you first became acquainted with it?
A. Joseph Bolcoff.
Q. How did he occupy it?
A. By living on it, having cattle on it, and sowing grain on it.

403 Q. Have you been acquainted with it ever since?

A. Yes, sir; I have lived on part of the ranch, and within two miles of it ever since, with the exception of a little while.
Q. In what were you engaged in the years 1847 and 1848, on that ranch?
A. We farmed there; I was engaged with my brother in farming in 1848.
Q. Do you know whose cattle ran upon the ranch?
A. Well, I know Bolcoff had cattle running on the ranch.
Q. What means had you of knowing the cattle running on the ranch at that time?
A. Well, I had the means, sir. We were at work on part of the ranch, and our oxen ran on part of the Bolcoff ranch, scattered all over, and I used nearly every day to have occasion to drive the oxen up. And Sundays I used to go over the ranch with the Bolcoff boys and learn to lasso and talk Spanish. That was the only means

404 I know.

Q. Did you attend the radeos?
A. Yes, sir.
Q. Who made the radeos in those years?
A. Bolcoff's folks.
Q. Do you know Majors's brand for his cattle?
A. I do, sir.
Q. Can you state to the court whether Majors, in those years, had cattle on the ranch?
A. I never saw an animal of Majors's there during 1848 or 1847.
Q. You never saw them there?
A. Not to my knowledge.
Q. If they had been there, would you have seen them?
A. Well, I should think very likely; his brand was a very familiar brand to me; it was the only American brand in the country that I

was acquainted with, and it was very large, and I would be apt to see it.

Q. Did Majors attend the radeos in 1847 and 1848?

405 A. I never saw him there; he may have, but I do not recollect of seeing him.

Q. Did people generally attend the radeos for the purpose of marking and branding their cattle?

A. They generally did all over the country. He might have been there; I will not be positive, because I do not recollect who was at the radeos in 1847, 1848, and 1849.

Q. How far was it from that ranch to the San Augustin?

A. Eight and a half or nine miles.

Q. What that country at that time inclosed with fences? Were there fences in the neighborhood?

A. No, sir; I do not think so; there was a very few.

Q. Where did Majors keep his cattle at that time?

A. I think he kept them on the San Augustin.

Q. When did he first bring them to the Rancho Refugio?

406 A. Well, he brought his cattle first to the Rancho Refugio, the year of the grasshoppers. I do not recollect what year it was; it was 1849 or 1850.

The Court:

Q. The year of what?

A. The year the grasshoppers destroyed all the grass in the country; it was one or the other of those years. I am satisfied I helped to drive them there.

Mr. Peckham:

You helped drive them there from the San Augustin?

A. I did. Yes, sir.

Q. Why did he drive them there?

A. I do not know, unless it was because there was more grass there than in San Augustin. I do not know how he came to take them there.

Q. When you first knew that ranch, who claimed it?

A. Why Bolcoff.

A. In 1847?

A. Bolcoff.

Q. When did you first hear of any claim made by Majors and his wife under the three sister's title?

407 A. Well, sir, I never heard anything of the kind in my life until about eight years ago.

Q. That was the first you ever heard of it?

A. Exactly.

Q. When did Majors first build a house or have a house built on this ranch?

A. Well, I do not know; there was a man by the name of Hay built a house up there somewhere along in 1854, I think, or 1855.

A. Where was that house?

A. It was on a portion of that Bolcoff grant; the upper end of it.

Q. What do you mean by the upper end? The northwest end?
A. Yes, sir; the north end.
Q. Is there any particular creek or stream of water?
A. I forget the name of the stream; there is a little steam of water there, and the house is built and the corral close to the stream. I do not know as it has a name; it has always been called Hay Creek since Hay went there.

408 Did you ever hear it called Coyo creek?
A. Yes, I think I have.
Q. Did you know a place called Baldwin creek?
A. Yes, sir; I did.
Q. Which side of Baldwin creek is it?
A. On the north side.
Q. Between that and Laguna crrek?
A. Yes, sir.
Q. How much land did Mr. Majors ever have inclosed there?
A. Well, there is, I suppose, about one hundred acres as near as I can judge.
Q. Can you describe that one hundred acres? Tell the court where it is.
A. Well, the fence runs along the public road that leads up to the coast—we call it a public road—and it is bounded by the sea, and by this creek. Well, there is a little patch—the fence runs a little over the stream called Cojo stream; then it is bounded on the east by the place George Pace, I think now has in possession, and the

409 sea which makes one part of the fence.
Q. Where it comes to the side of the Cojo creek is a greater portion of that on the east side?
A. There is very little on the other side inclosed, probably four or five acres.
Q. That is the north side.
A. North side. It is not over that either; it is three to five acres.
Q. Do you know when that was inclosed?
A. Well, I do not know exactly the time, Judge Peckham; I cannot tell exactly.
Q. Well, as near as you can?
A. It must have been inclosed eight years ago.
Q. About eight years ago.
A. Yes, sir; eight or nine, or seven, somewheres along there, as near as I can get at it.
Q. Where was the tract of land, where you lived?
A. It was on the eastern portion of the ranch, towards the

410 Santa Cruz end.
Q. How much is there of that?
A. About four hundred acres.
Q. How long has your folks had that?
A. They have had it about nineteen years.
Q. Have they occupied it ever since?
A. Yes, sir, they have.
Q. Where did Bolcoff reside?

Q. Bolcoff resided in the early days, 1847, 1848, and 1849, and up to 1850, I guess, about a mile and a quarter from our house north.

A. On what creek?

Q. On the , I forget the name of that creek there—it is called Meader creek, since Meader has been living there.

Q. Is it the first creek on the east?

A. It is the first creek on the north—yes, on the east coming this way.

Q. On the east end of the ranch?

A. Yes, sir; the first large creek on the east end of the ranch. There is a little creek running by mother's you know, but it is not large. It is the first big stream.

411 Q. Did you know the tract of land in the early days called the ranch of Gil. Sanchez?

A. Yes, sir; away up by Williams.

A. Which end of the Refugio ranch is that?

A. It is the north end.

Q. Do you know what was called in the early times the Mission lands of Santa Cruz?

A. Yes, sir.

Q. Which end of the ranch was that?

A. Next to the eastern portion of it.

Q. The ranch of Sanchez was on the north, and the mission lands on the east end?

A. Yes, sir.

Q. How long did Jose Bolcoff continue to reside at the place spoken of by you?

A. Well, I do not recollect the year when he went away; I know he resided there four or five years. The mines broke out, and he went off, and lived somewhere else a while—at San Jose or

412 somewhere. I do not know the year he left; I know he was there in 1847, the year we went there, and he was there in 1848, and 1849, and I think, in 1850.

Q. How long was he gone from the ranch before he came back?

A. I cannot tell you. I do not recollect.

Q. Did he ever come back?

A. Yes; I am satisfied he did, and built a big lumber house there.

Q. Who succeeded him in possession of that place?

A. Mr. Meader.

Q. On what part of the ranch did Majors' cattle graze?

A. On the upper end, the north end.

Q. Between Baldwin's creek and Laguna?

A. Yes, sir, somewheres in there, I guess; there is where he put them. They might comes this side; cattle was not very well confined to any particular place.

Q. Where did he make his rodeo?

A. He made his rodeo betwixt Baldwin's creek and that

413 little stream, where the house is.

Q. Between Baldwin and Cojo creek?

A. Yes, sir; there is where he made his rodeo.

Q. Where did Bolcoff make his rodeos after 1849?

A. After 1849? Well, I do not know; down on the coast somewheres about his house; I do not recollect exactly the place. Bolcoff used generally to rodeo. Sometimes it was in the corral near the house. He had a big corral there, and generally rodeoed there; come to think; sometimes people rodeoed down on the coast where there would be some gap or corner of the mountains that the cattle could not get up one side. That was when they did not rodeo in corrals.

Q. What other improvements did Bolcoff have besides the house?

A. A corral and a little fence; he didn't have a great deal.

Q. Did he have an orchard?

A. Yes, sir, he had; there are some old pear trees there
414 yet.

Q. What was the condition of the country as regards fences?

A. Well, there was no fences except that some old Californians might have a patch about as big as this room fenced in; that is all. They raised their crops with Indians and scare-crows, and late at night they would run their cattle eight or ten miles off, and let the wheat go.

Q. Dou you know the tract of land purchased by Meader of Balcoff, in 1850, called the first purchase?

A. Yes, sir; I think I do. I know pretty much all the Balcoff ranch. I have been over it often enough.

Q. Who occupied that portion of the ranch in 1850?

A. As I understand it, the first mortgage or first purchase. Well, the portion of the ranch this way I always understood. Meader purchased first the eastern portion; that was occupied by Bolcoff
415 in 1850, I think. I do not know exactly the year that Bolcoff went to the mines, but I think he went in 1850 or 1851, somewheres along there. I know Bolcoff had possession in those years, and afterwards came back, as I told you, and took possession again, and lived on it.

Q. When he went off to the mines, as you speak of, did he take his family with him?

A. I will not be positive.

Q. Who remained on the ranch in charge of the cattle?

A. I will tell you as soon as I can. I think Francisco Sayo took charge of his cattle and attended to the ranch as vaquero, Francisco Sayo. I am positive of that, because I recollect helping his boys lasso many a time.

Q. Did your father make any improvements on any portion of the ranch except that he purchased of Bolcoff?

A. Yes, sir; he made a contract with Bolcoff to build a saw mill on his ranch.

416 Q. When was that?

A. That was in 1849; the first part of 1849.

Q. How far was that saw mill from where Bolcoff lived?

A. About two miles.

Q. Was the mill built?

A. Yes, sir; it was built and running for several years.
Q. Who has that land now where the saw mill was?
A. I think Meader has it; he claims it.
Q. How long did you occupy that saw mill?
A. About four or five years.
Q. During that time did you never hear of Majors or Mrs. Majors having any claim upon any portion of the property.
A. Never in the world. I think Majors bought lumber there to build his house that he now lives in.
Q. Where is that?
A. It stands there in Santa Cruz a little ways.

Cross-examination.

Mr. Harman:

Q. When were you born?
A. I was born in 1835.
417 Q. How old are you now?
A. Well, I expect I am a little upwards of thirty-one.
Q. How old were you in 1847?
A. I am not very good at figures?
Q. 1847 and 1848 is the time of these rodeos you have spoken of?
A. Yes, sir.

R. C. Hopkins recalled for defendants.

Mr. Peckham:

Q. You were requested yesterday to make an examination of the titles issued in 1839, and see what proportion of them contained directions that they should be recorded by the prefect, or a memorandum taken of them by the prefect, and what proportion of them did not contain such directions. Have you made that examination?
A. Yes, sir.
Q. How do you find it?
A. Well, less than half—perhaps not over one-fourth—that is, that are ordered to be registered by the prefect.
Q. About one half you think, only?
418 A. Did not count them, but I judge between one-fourth and one-half. I found that several have the order upon them without the note of registry, the order of the secretary of state that the governor requested them to be registered, but no note of registry.

Mr. Harman:

Q. That is of course os to all the grants in California?
A. Yes, sir.

Amadeo Bolcoff, called for defendants—sworn.

Examined.

By Mr. Peckham:

Q. Are you the son of Jose Bolcoff?
A. Yes, sir.

Q. How long have you known Rancho Refugio?
A. Since sometime in 1839.
Q. Did you go to live on the Rancho Refugio in 1839?
A. Yes, sir.
Q. Where did you reside previous to that time?
419 A. I have resided on Refugio since.
Q. Previous to that time?
A. Oh! before that time in San Augustin ranch.
Q. What improvemeuts did your father have on the Ranch San Augustin?
A. He had houses and fences.
Q. Anything else?
A. Well, he got cattle, horses, and sheep.
Q. You first went to live on Rancho Refugio in 1839?
A. Yes, sir.
Q. Where did your aunt Jacinta then live?
A. Along with the family.
Q. What is she generally called; "Jacinta" or "Maria Jacinta."
A. "Jacinta."
Q. She lived with the family?
A. Yes, sir.
Q. Where did Mrs. Majors reside?
A. Along with the family, too.
Q. Who founded the Rancho Refugio, and made the first improvements upon it?
A. My father.
Q. What improvements did he make?
420 A. He made a house, correl, and put up a little fence to farm on.
Q. Where did he keep his cattle?
A. He kept them on the same ranch.
Q. Where did Mrs Majors reside when your father went to live on the Rancho Refugio?
A. Mrs. Majors? She resided there for six or seven months.
Q. In whose family?
A. Our family.
Q. Your father's family?
A. Yes, sir, until she got married to Majors.
Q. What do you know, if anything, about any agreement or trade between your father and Mr. Majors and wife, in reference to the Rancho Refugio and San Augustin.
A. This was when they were first married?
Q. State what you know about it.
A. When they were first married, after he was married, my mother told Mr. Majors to come and build a house, and take possession
421 of a portion of Refugio Ranch, and he said the ranch belonged to the whole three sisters.
Q. Who said that?
A. My mother. Mr. Majors said he did not like to live on that ranch for no consideration.

Q. Well?

A. If you want to make any kind of a trade for his wife, he said he was ready to do it; to take a portion of San Augustin for her portion of the Refugio Ranch.

Q. Well?

Q. Then they commenced to talk amongst the whole family, or the heirs of the ranch, and the conclusion was, they traded off ranch for ranch. Mr. Majors gave to my father his portion of Refugio Ranch, and my father gave to Mr. Majors his portion of the San Augustin Ranch.

Q. How long were they talking about that in the family; that trade?

A. About three or four days.

422 Q. That was after Majors was married?

A. Yes, sir.

A. Where did Majors live prior to being married?

A. He lived in Sayunte Ranch.

Q. Whereabouts was that ranch with reference to the San Augustin? How close?

A. About four miles. I mean where Majors used to live.

Q. An adjoining ranch?

A. Yes, sir.

Q. Whom did your father leave on the San Augustin, when he left it to go to the Refugio? Who had charge?

A. My father.

Q. What ranches, if any, lay between Refugio and San Augustin? What tracts of land lay between those ranches?

A. Between the two ranches? About eight or nine miles.

Q. Did any ranches lay between?

A. Yes, sir.

Q. What ranch?

A. Buckley's.

Q. Buckley's ranch? Is that the Buenaventura?

423 A. Yes, sir; that is before you get to Santa Cruz.

Q. Then there is the Mission lands of Santa Cruz, and then comes the Refugio?

A. Yes, sir.

Q. That agreement was made before Majors' wife left your family; before he took her away?

A. Yes, sir.

Q. Where did they go to?

A. To the San Augustin Ranch.

Q. To live?

A. Yes, sir.

Q. Was there any money paid in the trade between them?

A. Yes, sir.

Q. How about that? What was it?

A. Well, they agreed to pay some four hundred dollars, more or less; I don't recollect how much it was, to pay for the houses and fences.

Q. They traded land for land, and Majors was to pay some four hundred dollars for the improvements, houses and fences, on the San Augustin?

A. Yes, sir.

Q. Do you know whether that was paid?

424 A. Yes, sir.

Q. How was it paid?

A. Some part in lumber, and some in an order on one vessel, a trading vessel here.

Q. From that day—from the time Mr. Majors left there—who occupied that ranch, the Refugio?

A. My father.

Q. How did he claim it after that time?

A. Well, he claimed it, and about one year afterwards he was going to call on the governor to get the title.

Q. Did he get the title?

A. Yes, sir. Then Mr. Majors———

Q. When did you first see that title?

A. In 1841.

Q. Who went to Monterey for that title?

A. My mother and I.

Q. Where was your aunt, Jacinta, at that time?

A. In the ranch.

Q. How long did she remain living on the ranch with your father's family?

425 A. Ever since when she went to the nunnery.

Q. When did she go to the nunnery?

A. Some time in 1851 or 1852; I do not recollect.

Q. She lived in your father's family until she went to the nunnery in 1851 or 1852. What is her business in the nunnery?

A. I do not know what is her business there.

Q. Did she know you were going to Monterey on that business, when you went there to get the title?

A. Yes, sir.

Q. She knew what you were going for?

A. Yes, sir.

Q. Then, you got the title in Monterey?

A. Yes, sir.

Q. And brought it to your father?

A. Yes, sir; brought it to my father, and Mrs. Majors went with my father to see Castro.

Q. What is that?

A. Mr. Majors and my father went to see Castro, to pass the ——, I do not know what you call it.

Mr. Harman:

Q. Who went with your father?

A. My father and Mr. Majors.

426 Mr. Peckham:

Q. What Castro was it?

A. Jose Castro, prefect at that time.

Q. Mr. Majors went with your father to Jose Castro to see about it?

A. Yes, sir.

Q. Had Mr. Majors ever lived on the rancho San Augustin, prior to this agreement?

A. Yes, sir.

Q. Before?

A. No, sir; never before that agreement.

Q. When did you first hear talk of selling that ranch to Majors—ever before they were married?

A. No, sir.

Q. Never before?

A. No, sir.

Q. I mean Rancho Augustin.

A. San Augustin.

Q. He never lived on the Rancho San Augustin until he was married?

A. No, sir.

Q. What do you know of any juridical possession given of that ranch—that is, Refugio?

A. Because I was there.

Q. When was that?

A. Sometime in 1842.

427 Q. Who gave it?

A. Rafael Castro.

Q. Who was present?

A. There was five or six, or ten; I do not recollect very well.

Q. You do not recollect who they were?

A. Yes, sir.

Q. Who was it given to?

A. Jose Bolcoff.

Q. Did you have anything to do with it?

A. Well, I helped them to clear some brush, you know, to mark the line; to throw it off when they passed with the line on horseback.

Q. What was said at the time about your aunt's claiming it?

A. I did not hear them say anything.

Q. Nothing was said about it?

A. No, sir.

Q. Was there ever any possession given of that ranch before that by any officer?

A. I never saw one before that.

Q. Was no possession given by Rafael Castro in 1839?

A. No, sir.

Q. There was not?

428 A. No, sir.

Q. Who paid the fees?

A. My father.

Q. Where did he get the money?

A. Well, he took the money out of his pocket.

Q. Have you no recollection of going to Majors to get part of the money to pay that?

A. No, sir.

Q. Can you say whether you did or did not?

A. I think not.

Q. Who occupied and claimed that ranch from the time this grant was made to your father, in 1841, until Meader took possession?

A. My father.

Q. What cattle did Majors or his wife have on that ranch before 1849?

A. Before 1849?

Q. Yes, on Rancho Refugio?

A. Well, I never saw no one there, except what my mother made a present to Mrs. Majors.

Q. How many was there of those?

A. Well, I do not know; it was from one cow, and it staid
429 there five or six years, and her increase?

Q. Whose brand did that cow have there?

A. My father's brand?

Q. That cow staid five or six years?

A. Yes, sir.

Q. Mr. Majors lived in San Augustin?

A. Yes, sir.

Q. Where did Majors keep his cattle?

A. In San Augustin Rancho.

Q. When did he first bring his cattle to the Refugio Rancho?

A. Some time in 1849.

Q. How many did he bring there then?

A. I do not know.

Q. Why did he bring them there?

A. Well, because he had got no 'grass on his ranch, and told my father to give him permission to keep his cattle there, or else he was going to lose every one.

Q. He came to your father for permission, and said if he did not get it he would lose all of them?

A. Yes, sir.

Q. What did your father do?

A. He let him drive them in.

430 Q. Were you present when he gave that permission?

A. Yes, sir.

Q. Were you present when this trade was made between Majors and Mrs. Majors and your father?

A. Yes, sir.

Q. In 1839?

A. Sometime in 1839—no; which trade?

Q. I mean the original trade about the San Augustin ranch, in 1839. Were you present then.

A. Yes, sir.

Q. In 1849 Majors come to get permission to put his cattle on the Refugio?

A. Yes, sir.

Q. He put them there?

A. Yes, sir.
Q. What part of the ranch did he put them in?
A. A part of the ranch named Cojo—the lower end of the ranch.
Q. What do you mean by the lower end?
A. I mean the north part.
Q. That is the part of the ranch called Cojo?
A. Yes, sir.
431 Q. What part was called Cojo? between what creeks?
A. Between Laguna creek and Baldwin creek.
Q. Is that the tract of land Mr. Majors claimed before the land commission?
A. I do not know.
Q. The portion of the rancho called Cajo, where Majors put cattle, is the north end of the ranch between Laguna and Baldwin creek?
A. Yes, sir.
Q. How long did Majors keep his cattle there?
A. I cannot tell how long?
Q. He took them there in 1849?
A. Yes, sir.
Q. When did you first know that Mrs. Majors was going to insist upon this claim of hers to a portion of the Rancho Refugio, after they had taken their cattle there?
A. It was two or three after.
Q. When was that?
A. That was in 1851 or 1852.
Q. Do you recollect being at the rodeo—Majors' rodeo—in
432 1850, after he had put the cattle—
A. No, sir.
Q. You do not recollect anything about that?
A. No, sir.
Q. You say in 1862 you knew that they intended to claim it—what portion did they claim.
A. I do not know what portion he claimed; I do not know yet what portion he claimed because I went there once to see Mr. Hay; he says he got that land on the squat for himself and I tried to drive him out.
Q. Is Hay the one who built the house on Cojo creek, that Majors claims now.
A. I saw him putting up a fence; I do not know if he put up a house; the house has been occupied by Hay until that time.
Q. What years was it occupied by Hay?
A. In 1851 and 1852.
Q. How much land has Majors ever had inclosed there, or his wife under fence?
A. About fifty or sixty acres.
Q. Whereabouts is that land?
433 A. Part of it lies on both sides of the creek.
Q. What creek?
A. Cojo creek.
Q. What was the condition of the improvements on that ranch in

1851 and 1853, by your father? what improvements did he have there?

A. Well, the improvements he had was a house, fence, and corral.

Q. How much did he have fenced?

A. What year do you say?

Q. In 1851 or 1852?

A. About fifty or sixty.

Q. Acres?

A. Yes, sir.

Q. How long did your father live upon that ranch—up to what time.

A. He used to live there ever since Mr. Meader took possession of the ranch; I cannot say,—I do not know exactly what time or how long.

Q. He left there when Mr. Mader took possession you mean?

A. Yes, sir.

Q. How many houses did your father have there?

A. He had three.

434 Q. Do you recollect the sale of some land to Mr. Meader in 1850?

A. Yes, sir.

Q. On the 22d of July, 1850?

A. Yes, sir.

Q. In what part of the ranch was that land?

A. This is the first portion.

Q. The first purchase?

A. The first creek when you went up from the mission to the Refugio Ranch—right on the opposite side where the saw mill.

Q. Adjoining the mission lands?

A. Yes, sir.

Q. About how much was there of it?

A. Six or seven hundred acres.

Q. Dou you reccollect how much Meader paid for it?

A. Yes, sir.

Q. How much?

A. Twelve hundred dollars.

Q. Was that the first or second piece he bought?

A. That is the first piece.

Q. How did he pay for it?

A. He paid in gold dust.

Q. Who had possession of that land before the sale to Meader?

435 A. My father.

Q. How did he occupy it?

A. Well, he occupied it stock horses and cattle.

Q. He kept his cattle on it?

A. Yes, sir.

At the request of complainant's counsel, defendants counsel admitted that no other claim was ever presented to the United States board of land commissioners for any portion of the Rancho Refugio except the claims which have been put in evidence in this case.

Mr. Peckham:

Q. You say Maria Jacinta Castro was generally called Jacinta Castro?

A. Yes, sir.

Q. How did she sign the papers?

A. Jacinta Castro, sometimes; sometimes Maria Jacinta.

Q. How did your mother used to sign papers?

A. Maria Candida Castro.

Cross examination.

Q. Were you present in 1839, when Castro gave possession of this ranch?

A. In 1839? I do not know as there was possession given then?

436 Q. How old are you now?

A. Forty.

Q. And you were present at the possession given in 1842?

A. Yes, sir.

Q. What makes you recollect that possession in 1842, and how do you fix the date?

A. What I fix it with?

Q. Yes, sir; are you confident it was given in 1842; what makes you think so?

A. Because I have given my testimony a great many other times before this; I mean two times before.

Q. Where?

A. In the Land Commissioners, and then another one before the clerk—notary public.

Q. Who were present at the juridical possession?

A. Myself and a great many others.

Q. Who were they?

A. Feliz Ramon, Rodrigues, Miguel Rodriguez.

Q. Was Jacinta or Mrs. Majors there?

A. I did not see Mrs. Majors.

Q. Was your mother there?

437 A. She was in the house; yes, sir.

Q. Did she go out in the field when they gave possession?

A. No, sir.

Q. Did the officers and witnesses come to the house after giving possession?

A. Yes, sir.

Q. They were there?

A. Yes, sir.

Q. Was Castro himself there?

A. Which Castro?

Q. Rafael the officer?

A. Yes, sir.

Q. Was not he sick at the time.

A. No, sir.

Q. What did they do?

A. Well, they measured off the land.

Q. And gave possession; well, did you ever know any other possession given except that?

A. No, sir.

Q. When you got through measuring and so forth, how was possession given? what was done or said; did Castro say anything, or what did he say?

A. Well, they wrote out papers.

Q. Who wrote out papers?

A. Rafael Castro.

438 Q. Where, in the house?

A. No. I guess it was over to his office. In the house he did not do anything more than write a memorandum to take down to his office.

Q. How far is his office from the house?

A. About three or four miles.

Q. When did he go to draw up the papers, that afternoon or the next day?

I do not know what time; two or three days afterwards my father got the papers.

Q. That is after possession was given?

A. Yes, sir.

Q. How do you know he got the papers two or three days afterwards?

A. Because I went and got them myself.

Q. Were they all signed?

A. Yes, sir.

Q. By whom?

A. All the witnesses.

Q. Feliz and Perez?

A. It was signed by the alcade, and all the others. I do not recollect very well who signed them.

Q. You went to the office of the alcalde, brought the papers

439 down to your father and gave to him?

A. Yes, sir.

Q. Did you ever see those papers afterwards?

A. I do not recollect.

Q. Have you ever seen them since?

A. I do not recollect whether I have seen them or not.

Q. You never saw any papers of that possession except those; those are the only ones you know anything about?

A. The only papers I know.

Q. Did you read the papers?

A. Yes, sir.

Q. What did they purport to be; a description of the measurement and all that sort of thing?

A. A description of the land; what the land was; how much it made.

Q. What was done, and so forth; a history of the transaction?

A. Yes, sir.

Q. Did you read the papers yourself roughly or carefully?
A. No, sir. I read the names that was there.
Q. Did you read enough to see that they were correct?
440 A. Well, I never read, you know, to see if they were correct or not.
Q. That was in 1842. What time?
A. I do not recollect what time in 1842. It was summer time.
Q. The summer of 1842?
A. Yes, sir.
Q. Now about this trade of Ranches. As I understand you, Mrs. Majors' interest in Rancho Refugio was traded for your father's interest in the Rancho Augustin?
A. Yes, sir.
Q. What was to became, or was there any agreement in regard to the interest of your mother and Jacinta?
A. They gave it up to my father.
Q. That arrangement was made at that time by your mother and Jacinta to give it up?
A. It was the arrangement made afterwards when my father go after his title.
Q. That arrangement was made afterwards?
A. Yes, sir.
Q. How long afterwards was it that he got his title?
A. About one year, more or less.
441 Q. You and your mother went to get the title?
A. Yes, sir.
Q. For the Bolcoff grant you call it your father's grant?
A. Yes, sir.
Q. Where did you go, to Monterey?
A. Yes, sir.
Q. How?
A. On horseback.
Q. You on one horse, and your mother on the other?
A. Yes, sir.
Q. You went to see Alvarado, the Governor?
A. Yes, sir.
Q. Did you see him or Jimeno there?
A. The first we saw was Jose Castro, the prefecturo, you know, and then he says it is best to go right off and see the governor and find the title.
Q. You and your mother went to see the governor?
A. Yes, sir.
Q. Where did you find him?
A. In Monterey.
Q. In his office?
A. In his house.
442 Q. You are sure about it. Your mother and you were both there to see the governor?
A. Yes, sir; with my mother. Yes, sir. I saw the governor myself and had a talk with him.

Q. Your mother asked for a grant to Bolcoff, and you heard her?

A. Yes, sir. She says there is an agreement made already between the three sisters. Governor Alvarado says that is the best he could do, because it looks a little bad for a married woman to appear about it, so the grant had better be made out to him.

Q. What was it you said?

A. He says it looks bad when a married woman—it looks bad to have a married woman having property in her own hands, not to have the husband to look out for her interest; and he says that is the best he can do.

Q. Did he say anything about the interest which the three sisters had?

A. He says my aunt Jacinta agreed to give up also some portion of the land, and my aunt Mrs. Majors, traded off a portion of the San Augustin ranch for her interest in the Refugio Ranch.

443 Q. Did the governor give any writing; or what did he do?

A. Yes, sir.

Q. How long did you talk with him?

A. We staid two or three days.

Q. Did you see him several times?

A. I saw him when he signed the papers.

Q. Did he sign them the first interview or afterwards?

A. When I talked with him?

Q. Yes, sir.

A. Oh! he sent the papers to the clerk Jimeno, and he wrote out the papers.

Q. Did he ever get the papers?

A. Yes, sir.

Q. Who did he give them to, you or your mother?

A. My mother.

Q. What then did you do?

A. We came home.

Q. And gave them to your father?

A. Yes, sir.

Q. That was in 1841 or 1842?

A. When the grant was made in 1841.

Q. Now, do you know when those fees were paid? You say your father paid the fees for the juridical possession in 1842, and out of his own pocket?

444 A. Yes, sir.

Q. Did you see him pay them?

A. Yes, sir.

Q. Who did he pay them to, to pay for giving possession?

A. In them times they never used to pay a cent. There is nothing more than for the papers, the writing.

Q. I know; but how much?

A. The fees was about ten dollars.

Q. Did you pay them when you went to get the papers of Castro?

A. No, sir, my father paid him.

Q. How do you know?

A. Because I saw him pay that.
Q. Did not you go to Mr. Majors to get the money for that?
A. No, sir.
Q. Are you sure upon that point?
A. Yes, sir.
Q. How did he pay it. What sort of way. Silver or gold dust?
A. In silver.
Q. About the improvements. You say your father built the first house. Was not there another house on the Refugio, built by the mission?
A. Yes, sir.
445 Q. Who occupied that house? or did your father's family live there?
A. No, sir; Mr. Feliz used to live in that house.
Q. That was the same ranch?
A. Yes, sir.
Q. Feliz married an aunt of yours?
A. My mother's sister.
Q. Did Jacinta or Mrs. Majors ever live with Feliz at the mission house?
A. No, sir; not that I know of.
Q. She never did?
A. No, sir.
Q. Not before 1839?
A. No, sir.
Q. Who built that house for your father? Mr. Hay?
A. Hay? My father has built the house; my father and all my brothers.
Q. Your father built it? He did not do the work, did he.
A. Yes, sir, himself.
Q. With his own hands?
A. I mean my father built it because he was the head.
Q. I thought you said said Mr. Hay built it?
A. Mr. Hay? No, I never said such a thing. I say Mr. Hay
446 built a house the other side, after that.
Q. Who built the house on the upper part of the ranch, on Hay creek where Mr. Majors lived?
A. Who built that, I do not know.
Q. When was it built?
A. Well, it was since; about 1851 or 1852 I think; I do not recollect very well what time it was.
Q. Do you know a man by the name of Butler, who lived there?
A. Yes, sir.
Q. You do not know whether he built that house or not?
A. I do not.
Q. Were those fees paid before or after you got the papers?
A. After we got the papers.

Moses A. Meader, recalled for defendants.

Examined.

By Mr. Peckham:

Q. Are you the defendant Moses A. Meader here?

A. Yes, sir.

Q. Here is a deed from Bolcoff and wife to you, dated the 22d of July, 1850, the first deed. Where did that tract of land lie?

447 A. Right above where Mr. Moore lived; right up beside the mission lands.

Q. How much did you pay for that tract of land?

A. Two hundred dollars, the first piece.

Q. How did you pay for it?

A. I paid in money.

Q. What was your next transaction with Bolcoff in relation to lands? Or I will ask you this question: Who was in possession of that land at the time you bought it?

A. Bolcoff. I say I bought it of Bolcoff and wife, and I think Amadeo signed the deed. I think he did.

Q. Then afterwards you took a mortgage of the 21st of January, 1851, from Bolcoff to you. What was it given for?

A. That mortgage—what is it?

Q. The first mortgage; the two thousand dollar mortgage.

A. I paid twelve hundred dollars for a piece of land right there.

Q. That is the piece in this other deed of the 31st day of March, 1851?

448 A. Yes, sir.

Q. Was that the second purchase you made?

A. Yes, sir.

Q. Where did that land lie?

A. Right by the side of that other.

Q. How was that paid for?

A. It was paid in money; I paid the money. I bought two pieces there, and paid the money.

Q. Then, in 1853, you got another deed from Bolcoff.

A. The mortgage?

Q. No, the deed for land.

A. Oh, that deed; there was a little something wrong in the acknowledgment. So when I got that, I had it all covered over again, and he gave a new deed for the same land. There was some little flaw in the deed; something that was not just right.

Q. Was there any additional land in that third deed?

A. Yes, sir.

Q. How much?

A. It ran towards the hill, took in, and made about a thousand acres—that deed.

Q. That took in the new purchase?

A. Yes, sir. There is the map of it. It was around that

449 patent. You had it here yesterday.

Q. How was that five hundred dollars paid?

A. That is paid by a little piece of land. I had in that—that paid on the mortgage; at the I newed the mortgage; that was put in the mortgage, you see. Then what was not paid, you see, went into the last mortgage.

Q When was the first mortgage, Mr. Meader?

A. I do not recollect particularly. I think about 1851—wasn't it; somewheres about there, it is not on my mind now just when; it is somewheres near that.

Q. The second mortgage was given to renew the first.

A. Yes, sir; everything was settled up, and another mortgage was given to the satisfaction of the parties.

Q. Do you recollect when that was done?

A. I guess that was in 1855—somewheres about that.

Q. Would you know the mortgage, if you saw it?

A. Yes, sir; how large is that mortgage?

Q. I have not got the original mortgage, Mr. Meader. Is
450 that last mortgage the one that was foreclosed?

A. Yes, sir, the last mortgage.

Q. What land did that mortgage cover?

A. That went up to what is called Baldwin creek, and say three miles back towards the mountain.

Q. It did not cross Baldwin creek?

A. No, it said. up that creek three miles.

Q. What was that mortgage originally given for; money loaned?

A. Yes, sir; money loaned; advanced on the land.

Q. Who was in possession of that portion of the ranch, when you loaned that money, and took a mortgage?

A. Mr. Bolcoff. You know the last mortgage Bolcoff had deeded away to his son, and then I had all the names on the last mortgage.

Q. The first mortgage was before he had deeded away?

A. Yes, sir, before.

Q. The mortgage was renewed after he had deeded to his son.

A. Yes, sir.

Q. For that reason his son signed the new mortgage?
451 A. Yes, sir.

Q. You foreclosed this mortgage in 1855?

A. Yes, sir; I guess that was when I foreclosed it.

Q. And bought the property in? State whether you paid any money on that purchase at the time you purchased from the sheriff the first sale in the way of fees or otherwise in 1855?

A. Of course I paid up everything there was to be paid.

Q. You paid the fees of the sheriff?

A. Yes, sir.

Q. How much?

A. I cannot recollect how much.

Q. The balance of the purchase price was credited your judgment: the land bought by you was credited on the judgment, and you paid the expenses of sale?

A. Yes, sir; I did so. I paid up everything.

Q. How was it at that second sale?

A. I paid up all that was required for me to pay.

452 Q. The second sale by execution was by Stampley?

A. It did not pay the debt by seven thousand dollars.

Q. Who paid the sheriff's fees and expenses of that?

A. I did.

Q. Do you recollect how much?

A. No, sir, I do not. I cannot recollect anything about the sum.

Q. When did you first go into possession of that property that you purchased of Bolcoff?

A. When I purchased that last mortgage, you mean?

Q. No; the land you purchased of Bolcoff in 1850 and 1851; when did you take possession of that?

A. I took it, right away; that is put cattle on; there was not any fence between us for a little. I newed the mortgage. Before I newed the mortgage, the fence was made between us, and I took in a little piece beyond it. I took in a little piece because I

453 wanted to come to a gulch, and when I newed the mortgage, he let me have it for five hundred dollars; I think I gave a big price.

Q. When did you go into possession of that land covered by your mortgage?

A. That has gave out of my mind. I do not know as I can tell how many years I have had it.

Q. How long after you got the sheriff's deed from Colwell?

A. I got the sheriff's deed as soon as I foreclosed, or as soon as it was six months, I believe, wan't it? After I foreclosed, he had six months for redemption.

Q. That was before you got the deed.

A. Yes, sir.

Q. How long after you got the deed was it before you got possession?

A. Then, you see, we went through a settlement, and satis-

454 fied the judgment. After that the Bolcoff's moved away and I took possession. I never said anything to them about going away; there was a compromise made between us, and all parties were satisfied, and they went off good friends, and we always have been good friends.

Q. That was about the time Colwell's deed was made.

A. Yes, sir, about that time.

Q. Then you went into possession of that land.

A. Yes, sir.

Q. Who has been in possession since then?

A. I have had possession ever since.

Q. How have you occupied it?

A. By forming and keeping cattle on it, the same as anybody would on a farm.

Q. What improvements have you made upon the land since you had it?

A. I have made a great deal of fence and built a house.

Q. How many acres do you suppose you have inclosed?

A. I cannot tell you—more or less.

Q. How much more or less?

455 A. Well, it is considered inclosed. I should think there was a thousand acres. I have no fence on the back side around, you know; you see there is two or three farms. I should think, within bounds, there was a thousand acres.

Q. What protects the land on the back side?

A. Well, it is what I claimed next to the mountains; it is nothing but mountains; it is nothing but mountains and chapparel and woodland, and so forth, beyond.

Q. That served as an inclosure; could the cattle get through?

A. Through some of the chapparel, and some they did not.

Q. How many houses have been built upon the ranch since you purchased?

A. There are four houses; people lives in them now.

Q. State as near as you can the value of the improvements which have been made upon that ranch since you purchased it, by you and under you. How much are the improvements worth that have been made since you went there?

456 A. The house and barn were considered about three thousand dollars.

Q. That is yours.

A. Yes, sir.

Q. How much fencing?

A. Well, lumber was pretty cheap when I put it in. You might call it a thousand dollars worth of fence, so far as I know.

Q. What do you estimate to be the reasonable cash value of that whole Refugio Rancho at this time?

A. The whole grant you mean?

Q. Yes, sir; what do you think it is worth?

A. Land is riz, you know, within a few years, down to Santa Cruz. I expect the whole lot might be fifty or sixty thousand dollars. I could have sold for forty thousand dollars this last winter, but I did not claim the upper end.

Q. You have disposed of some of that, havn't you?

A. Yes, sir.

Q. Who have you sold to?

A. Samuel Adams.

Q. How many sales have you made to Adams?

457 A. Three different sales to Adams.

Q. Two before the commencement of the suit, and one since?

A. I guess I havn't made any since the commencement of the suit.

Q. Where was that land you sold to Adams?

A. I guess it would measure about a mile and a half from the sea back towards the mountain.

Q. I want to know whether it was inside or outside of your mortgage?

A. It is considered inside of my mortgage, as it is measured from

the sea up three miles and running the line up west and his line is south of that.

Q. The land you sold to him, who was occupying it besides yourself, at the time you sold it to him?

A. Not any body.

Q. Q. How were you occupying it?

A. By keeping cattle there and my ranch part or farm.

Q. State to the court whether any payments were made by
458 Adams to you for that land? If so, how much, and how was it paid?

A. Adams gave me for the first piece ten dollars an acre.

Q. How much was there of it?

A. Two hundred acres, but I think, the next piece—

Q. How was it paid.

A. In money.

Q. When was the money paid, at the time of the execution of the deeds?

A. About that time, yes sir. Then the next piece was fifteen dollars; about eighty or eighty-four acres, I believe.

Q. Do you know the land conveyed by the Bolcoff's to Mr. Jordan?

A. Yes, sir.

Q. Whereabouts does that land lie?

A. That laid a little north of my mortgage piece or northeast or north.

Q. Is it the north or east side of the Baldwin Creek.

A. It laid north, and north of the piece I bought.

Q. Which side of Baldwin Creek?

A. The side towards the mission, what I call east, now; I believe the coast runs southeast and northwest.

459 Q. Is it on the opposite side of Baldwin Creek from the place called Cojo?

A. Yes sir; on the east side, I call it; all my mortgage was on the east side.

Q. Do you know anything about the payment for that, whether it was paid for by Jordan?

A. No, sir, I do not know anything about it; there was two hundred acres they bought of Bolcoff, first.

Q. How was that land occupied at the time of the sale from Bolcoff to Jordan, and by whom?

A. Almost every body went in and cut timber as they had a mind to. Mr. Moore had built that mill, and used to haul all his lumber from there—a good deal of it—except right up the creek. I bought up the creek, right over the hill.

Q. It was timber land.

A. Yes, sir; timber land, that Jordan bought.

Q. How far from the land where Majors kept cattle.

A. I should think four or five miles; his cattle, you know,
460 run all around the mission. I heard the surveyors say when they laid that land out, that it was somewheres about five miles from one end of that ranch to the other on a straight line, and

this land laid up in the northeast corner of the grant—Jordan and Davis land.

Q. Do you know the tract of land conveyed by Bolcoff to John H. Watson?

A. Now claimed by Davis and Jordan? That is the same land, except sixteen hundred acres. There is six hundred acres that I agreed in the agreement with Bolcoff. When we made a final settlement I agreed to deed to Watson six hundred acres if I bid it off. If I bid it in I was to give him a quit claim deed. It was sold and I bid it off and then I done it.

Q. That was according to the agreement, or final settlement you speak of, which you made with Bolcoff.

A. Yes, sir; to satisfy the judgment I hold against him.

Q. How was that land occupied at the time Watson got the deed?

A. It was mostly woodland and chapparel.

Q. Were there any improvements on it?

461 A. No, sir, there were not.

Q. How has it been ever since?

A. Just so; only they have hauled off the timber and wood.

Q. It is timber land?

A. Yes, sir; they bought it for timber land, I suppose.

By Mr. Wallace:

Q. Do you know the premises described in the conveyances to Brockelbank and the Petroleum Oil Company—five hundred acres—do you know the description?

A. Yes, sir.

Q. You went into possession in that land, did you not?

A. Yes, sir.

Q. When?

A. When Bolcoff and I had a final settement.

Q. What time, about, was that?

A. Them deeds tell best.

Q. Cannot you give an idea?

A. Somewhere in 1854 or 1855.

Q. The execution was in 1856?

A. It was somewheres about that; he settled right away. It was a little while after the first sale.

Q. That is embraced in the deed from yourself to Brockelbank, then?

A. Yes, sir; that was it.

462 Q. When Brockelbank got the deed, what did he do on the land that now belongs to the Petroleum Company?

A. He went to making some improvements preparing for the oil.

Q. He went into possession?

A. Yes, sir; he went into possession as soon as I released him from the mortgage.

Q. Mr. Meader, eighty-five hundred dollars, in 1863, was a full price, wasn't it?

A. I should think so.

Q. It was a mountainous portion?

A. Yes, hilly. I suppose they prized it high on account of the oil.
Q. You were in possession, and sold to Brockelbank?
A. Yes.
Q. He held under you?
A. Yes, sir.
Q. When you sold to him he was in possession, and nobody else?
A. Not that I know of.

Mr. Peckham:

Q. When did you first have a conversation with Joseph L. Majors about his wife's claim.

A. I cannot recollect. Well, it was——. The first time I
463 knew about it I talked of buying the upper end of that grant; that was some years ago.

Q. State when?
A. I cannot tell—a few yards ago. I do not know how many. They wanted to sell me—well, Mr. Majors wanted to know if I was going to buy. I told him I did not know. He said, "You had better not; for if you do, I shall interfere."
Q. You do not know when that was?
A. No; well, it want ——; it was after I had the mortgage, I think. They were owing me at the time he said that. Well, it passed off, and I spoke to them about it, and told them what Majors said.

Mr. Harmon:

Q. Spoke to whom?
A. To Bolcoff's folks. They said, "No, it did not belong to them; they had swapped ranches," and went on to tell how they had changed ranches," and gave up one to the other. I saw Majors again, and told him Bolcoff says "you changed ranches, and gave up your right to the Bolcoff ranch, and he let you have the San
464 Augustin ranch. Majors said, "No, it was not so."

Mr. Wallace:

Q. You do not know what year it was?
A. I do not recollect. I think it was after I got the mortgage. I did not know anything about it. I came to Santa Cruz in 1847, and did not know anything about it for some years at all. Majors [Majors] said that belonged to his wife; and, says he, "I am in possession, and have got cattle there." He put his cattle up there in the grasshopper time. I never charged my mind with it; thinks I, I won't have anything to do about it; and I wouldn't and didn't.

Mr. Peckham:

Q. What part did he claim?
A. The upper end. That was the land I talked about buying.
Q. Between Baldwin creek and Laguna creek?
A. Yes, sir; he never claimed this side of Baldwin creek—not then. I did not want any fuss with him, and when I took the mortgage, I did not want to go up further than that creek, as I

saw Bolcoff, and he did not feel right. I did not know anything about their trades or title.

Q. When did you first hear the alteration of these papers talked about?

A. About the time of the confirmation; I guess before the land commissioners; the time the title was tried before the land commissioners sometime since.

Q. Did you ever hear of it before Vassault commenced suit against you in 1859?

A. Along there. Yes; I heard some say there was fogery, and so forth. I have heard some say so.

Q. Did you hear Majors' testimony in regard to a conversation with you?

A. Yes, sir.

Q. What about that conversation?

A. I never told him I recognized title under the three sisters. I do not recollect telling him such a thing as that.

Mr. Harmon:

Q. How is that? You do not recollect what?

A. I do not recollect saying that or talking with him about the sister's title, or saying such a thing as that I thought they owned the upper end.

Mr. Wallace:

Q. This five hundred acre is included in the description of the sheriff's deed to you in 1856, is it not?

A. I do not know that. I never run it out as to that; but when we made the compromise to satisfy the judgment, we made the line. I recollect that there was no particular line. There was the creek, and I was bounded by the creek in the mortgage.

Q. In the first place, on the sale you bought the mortgaged property; you bought the mortgaged land?

A. That never was run out.

Q. Never mind; you bought the land described in the mortgage, which was foreclosed in 1855, and sold first.

A. Yes, sir; that was sold first?

Q. You bought it?

A. Yes, sir.

Q. That did not include the petroleum land?

A. No; I suspect it did not cross creek; since it is run out there is no branch—two creeks. The Wright deed says, "up the creek northerly," and Mr. Wright says it should take that in.

Q. What you bought on the execution sale for the deficiency; that sheriff sale included this five hundred acres.

A. Yes.

A. You did not make conveyance to anybody except Brockelbunk?

A. No, sir.

Q. Nobody else's deeds included that five hundred, except Brockelbank's?

A. I cannot recollect, unless——. I do not remember selling it to anybody else.

Cross-examination.

Mr. Harmon:

Q. In 1850 I see this first deed is from Jose Bolcoff and Maria Candida Castro, his wife; why did you have her sign the deed?

A. Yes, sir.

Q. Why did you have her sign the deed, Mrs. Bolcoff?

A. Hain't she signed it there?

Q. Yes, but what did you want of it?

468 A. It was a fashion in this country; some said the whole family ought to sign; it was the way; so I got all the names I could; it was the fashion at that day; it was the custom to get all the names.

Q. I suppose you thought she had some interest that Mrs. Bolcoff had?

A. They said that was customary, and so I thought I would get them all to sign it together.

Q. Did you think she had any interest?

A. I supposed she did, with her husband. They was hash times in them days, and I had to be careful.

Q. How long is it since you heard that Vassault claimed any portion of that land? When did you first know that he claimed any of it?

A. I expect when he sued me; I have had so much trouble with that 'ere farm that I cannot recollect; I should have to put it

469 down in a book and make a record; I have had so many of these suits.

Q. Did Vassault get judgment?

A. He got something; darned if I can tell what it was; he got something. The judge renewed—

Q. Did not he get a verdict of the jury—a judgment?

A. I do not know what they wrote out; he renewed the case; the judge granted a new trial.

Q. That is another thing. Did not he get a judgment in 1859?

A. He got something agin me.

Q. Did not the jury give him a verdict against you?

A. The jury? I suppose they did not, but the judge, he gave it to me, and we had to renew it, and had a new trial. The jury and the judge did not agree I expect. Mr. Peckham will tell more about it than I can.

Mr. Peckham. I want to know something about that.

The Court: That will do; I think we are getting along very slowly.

470 Isaac E. Davis called for defendants—sworn.

Examined.

By Mr. Peckham:

Q. You are one of the defendants here?

A. I am.

Q. Do you know anything about a purchase of land by Isaac E. Davis and D. D. Jordan from the Bolcoffs?

A. I knew of it at the time; I bought really for the firm of Davis & Jordan at that time.

Q. Who was the firm?

A. Alvin D. Jordan and Isaac E. Davis.

Q. You bought for the firm of Davis & Jordan?

A. Yes, sir.

Q. Afterwards Jordan paid half to you?

A. Yes, sir.

Q. Tell the court what you know about the payments of the purchase price to the Bolcoffs.

A. The first two hundred acres was ten dollars an acre; ten
471 thousand dollars. I paid the money myself.

Q. The second purchase?

A. That purchase was from Watson.

Q. How much was that?

A. Six hundred acres.

Q. Who paid that?

A. Mr. Jordan paid that.

No cross-examination.

A. A. Hecox called for defendants, sworn, and examined:

By Mr. Peckham:

Q. You are a defendant here?

A. I am.

Q. Tell the court what particular tract of land or part of this ranch you claim.

A. I do not know as I can describe it so that the court will know where it is. It is a piece of land that is in one respect near the centre of Refugio Ranch.

Q. Which side of Baldwin Creek?

472 A. Baldwin Creek? One branch runs through it; there is two branches; just below my place it divides, and as Mr. Meader said, Mr. Wright thought the west branch was the main branch. One runs through my place—the east branch; the other to the left.

Q. Who had possession when you purchased?

A. Mr. Case.

Q. He, Case, occupied and been residing on it a number of years, have you not?

A. I do not recollect how long; eight or ten or twelve years probably.

Q. Did you have it inclosed?
A. I had the most part of it inclosed.
Q. And resided on it?
A. Yes, sir.
Q. Have you cultivated it?
A. I cultivated a part of it.
Q. How much did you pay him for that?
A. I paid him three hundred dollars, sir.
Q. How did you pay him?
A. In money; or——well, it all amounts to money.
473 Q. When?
A. At the time the deed was made, I paid one hundred and fifty dollars down, and gave Dr. Bailey's note for one hundred and fifty dollars more; I wrote it myself, payable six months after date, with two per cent. per month interest; I wrote it to be paid in United States gold or silver coin.
Q. Who paid it?
A. Dr. Bailey said some time afterwards—probably about the time of this suit—I asked Doctor Bailey if he had ever paid it, or what had become of it; Case left, and about the time suit was commenced Case returned. I asked Doctor Bailey then if he had paid it. He said Case sold it before he left, and he had paid it long ago.
Q. You paid half in cash and half in Doctor Bailey's note for it.
A. Yes, sir.
Q. Did you pay Doctor Bailey?
A. Yes, sir; I paid Doctor Bailey.
Q. When did you pay him?
A. I paid him at the time I sold Doctor Bailey a piece of
474 land in Santa Cruz, for the sum of four hundred and sixty dollars; he paid me one hundred and fifty dollars down, and gave his note for one hundred and fifty more, which made three hundred. The balance he paid some in money to me, and some in professional services.
Q. Is that the one hundred and fifty dollar note you speak of?
A. That is the one hundred and fifty dollar note I gave Mr. Case.

No cross examination.

Mr. Wallace. It is agreed that Mr. Mysteck a witness of ours, an attorney-at-law, will state that when the Petroleum company purchased, they employed him to examine the abstract; he did examine it and gave his opinion that it was good, and he had no information, as a matter of fact of this claim by the three sisters. They got what information they had from Mr. Mysteck whom they employed.

D. S. Paine, called for defendant.

Sworn and examined.

By Mr. Peckham:

Q. Are you the person who attended to the taking of the
475 deposition of Jose Bolcoff, in this case?

A. I am.

Q. Do you know Joseph L. Majors?

A. I saw him there, the individual that sits here.

Q. State whether any conversation was had with Majors—or were you present at any conversation in which Majors took part after the testimony of Bolcoff was taken?

A. I was.

Q. Will you state what that conversation was?

A. The conversation in reference to Mr. Bolcoff, and the manner in which he had given his testimony and the correctness of his testimony.

Q. What did Majors say about it?

A. He said it was correct in the main; that he was mistaken as to, I think, only one particular.

Q. Do you recollect what that particular was?

A. That was in reference to the payment and exchange of the two ranches—that Bolcoff, I think in his testimony had stated there
476 were payments to be made in exchange for the two ranches, that there was goods and money to be paid; Bolcoff stated the goods had been paid by delivery upon—as per agreement, and the money part of it had not been paid, Bolcoff so stated; I do not know whether it appears in his deposition or not. Mr. Majors said, in that particular Bolcoff was mistaken, that he had paid the whole amount of it,—that he had paid the money and had paid the goods.

Q. And that he was correct in all the balance of his testimony?

A. And that the rest of his testimony was correct as to the exchange of the ranches.

Mr. Wallace:

I understood you to say that the mistake which Majors thought Bolcoff made was as to how the four hundred dollars was paid. What I want to know is, did he say, or claim that Bolcoff was mistaken in stating that there was any exchange?

A. There was no mistake as to the fact of an exchange; but
477 only as to how the four hundred dollars was paid; that he paid the four hundred according to the agreement, as stated by Bolcoff.

Cross-examination.

By Mr. Harmon:

Q. Do I understand you to say that Majors admitted the correctness of all the testimony, or do you undertake to say that he heard all the testimony of Bolcoff, everything that was said? you did not say that?

A. I will relate the circumstances of the conversation; after the second day's taking of the testimony we were about leaving; I think the persons present had all left the house with the exception of Skirm, Majors and myself; as we were leaving the house, Skirm being ahead, I says to Skirm that I was very much oblidged to him for not cross-examining Balcoff, as we got through earlier and it would enable me

to get to Santa Cruz before dark. Skirm replied that there were no points upon which he could cross-examine him as his testimony
478 was correct, or as he would admit whatever Bolcoff had sworn to; he pass out of the house, and Mr. Bolcoff lying upon the bed, says to me to stop; I turned around and went up to the bed, and he gave me some message, or made some remarks, I then turned around to Mr. Majors and says to him, that this testimony as given by Bolcoff appeared to be very prompt and correct, and he had a very correct recollection of all those transactions—very straight. He said "yes" it was correct in the main, or in every particular with this exception, that he pointed out to me, wherein it was not correct.

Mr. Peckham:

Q. Majors was there at the time the testimony was taken?

A. Majors was there at the time the testimony was taken both days.

Here the court adjourned until half past ten o'clock to-morrow morning.

FOURTH DAY.

Saturday, July 14, 1866

An order was entered dismissing the case as to certain of the
479 defendants mentioned in the stipulation.

480 Mr. Peckham. I have a large bundle of documents here, the record in the case of Vassault *vs.* Meader. I propose to see if we cannot agree on the facts.

First on the 9th of March, 1859, an action of ejectment was commenced by Ferdinand Vassault against Moses A. Meader, to recover the Rancho Refugio, in the District Court of Santa Cruz county. The main facts are, that it was tried at the November term, in 1859; that on that trial the original espediente, No. 131, was read in evidence, as also the grant to Jose Bolcoff, with the certificate of approval and record of judicial possession; and Ramon Rodrigues was examined as witness in reference to giving possession. Those are the facts.

481 Mr. Harman. If we do not agree upon that matter, I will consider the records in evidence; I will agree that whatever the record shows shall go in, the substance and effect of it.

482 Defendant's case here closed.

Joseph L. Majors recalled for complainant in rebuttal.

Mr. Harman:

Q. You heard the testimony of the Moores as to your never attending rodeos on the Refugio Ranch?

A. Yes, sir.

Q. State to the court whether you ever did attend those rodeos or not.

A. I did.

Q. What years?

A. From the date of the deed in 1839, every rodeo—they did not give any in 1840—clear down until I left the ranch, with the exception of the time they did not let me know it.

Q. Had you on the ranch any other stock besides cows?

A. Yes, sir—sheep.

Q. Anything else?

A. Hogs.

Q. And horses?

A. Yes, sir.

483 Q. You heard the testimony of the Moores also as to your getting permission of Bolcoff, in 1848 and 1849, to bring cattle on the ranch?

A. I heard them say so.

Q. What about it?

A. It is not so.

Q. Did you bring cattle that year of the grasshoppers?

A. I had stock on the ranch then, at that time, and more at the time.

Q. They said that they requested you to take the stock off, and you finally agreed to take it off?

A. It is not so, sir; they were too small then to talk to about it.

Q. You heard Moore's evidence about the trade for San Augustin Ranch, when his father was going to buy———? what about any conversation with the Moores in regard to trading for San Augustin?

A. It is no such thing. I bought San Augustin myself, and paid for it.

Q. Do you remember when Moore came on the place?

A. I do, sir.

484 Q. You were one of the witnesses to that deed offered in evidence?

A. I was interpreter for the whole trade.

Q. You acted as interpreter?

A. Yes, sir.

Q. You acted as interpreter for which?

A. The deed that Moore got from Bolcoff when he purchased the land from Bolcoff.

Q. Was anything said at the time of that deed about your wife's interest in the Refugio Ranch?

A. Yes, sir.

Q. What?

A. Moore asked if my wife had any claim on that place. I told him no; that the eldest sister claimed there, and sold to Bolcoff and Candida, and they sold to him; and I told him my wife would not claim anything about; that she claimed that herself, and he might buy it in good faith, and we would not come on him at all.

485 Q. Did you ever pay taxes on this ranch?

A. Yes, sir; ever since there have been taxes in California I have paid them.

Q. How much have you paid?

A. One-third of the undivided portion in the Refugio Ranch.

Q. From the present down?
A. Yes, and last year; I have the receipts for all of them.

Mr. Harman. It is understood that each party reserves the right to put in the assessor's books, if he desires to do so.

Q. Did or did not Candida understand any English?
A. No, sir; she might understand a word or two, but she could not read any English at all.
Q. Did you hear the testimony yesterday of Mr. Paine, as to what you stated after Bolcoff's deposition was taken?
A. Yes, sir; I heard it, the whole of it.
Q. What have you to say about it?
A. I say it was not so.
486 Q. What do you mean by that?
A. There was no such conversation of any sort, I say clearly and positive.
Q. Do you know Mr. Paine?
A. I saw him there and saw him here; but I had no conversation with the gentleman.
Q. Do you know Judge Bennett, county clerk that used to be, in 1847, down there?
A. Yes, sir.
Q. Does he understand Spanish?
A. I think not. He was living at the time; they were our neighbors—one hundred and fifty yards, perhaps. He had been living there about four years and six months.
Q. Have you often had occasion to interpret for him?
A. Yes, sir; for my wife and the children, when I did not do it for him.
No cross-examination.

William Weir called for complainant—sworn.

Examined.

487

488 By Mr. Harman:

Q. How long have you lived down about Santa Cruz county and the Refugio ranch? When did you go there first?
A. I went there first time I lived on Sayante. I was living on it.
Q. Well, when?
A. I disremember the year. If you can tell me when Captain Sutter settled the American Fort; it was the very same year.
Q. About what time? Within one, or two, or three years?
A. That I cannot remember.
Q. How many years ago? twenty or thirty?
A. Well, it was twenty-six, or twenty-seven, or may be twenty-eight years ago.
Q. Do you know the San Augustin ranch, where Majors lived?

A. Yes, sir.
Q. Do you remember the improvements on that ranch when Majors bought it?
489 A. I do, very well.
Q. What was the value of the adobe house, fences, etc.?
A. Well, in them times labor was very cheap. I do not believe it was worth over one hundred dollars.
Q. The Indians could be got cheap?
A. Yes. You could get them to work by asking the priests for them.

Cross-examination.

By Mr. Peckham:

Q. What improvements were there?
A. My adobe house.
Q. How large?
A. A tolerably sized adobe house.
Q. What else?
A. A corral.
Q. What else?
A. Well, I do not remember that there was anything else. I do not remember that there was anything.
Q. Was there a mill?
A. After Majors built it.
Q. Majors built it?
A. Yes, sir.
Q. Any fields fenced?
490 A. Well, I did not see any fence; maybe there was.
Q You think it was a tolerably sized adobe house, and could have been built for one hundred dollars?
A. Yes, sir. I seen it, and I saw Mr. Majors when he put the mill up, after he bought it.

William Trenethan called for complainant—sworn.

Examined.

By Mr. Harmon:

Q. When did you come to the country down there?
A. To Santa Cruz?
Q. Yes, sir.
A. In 1838.
Q. Are you acquainted with these Refugio and San Augustin ranches, etc.? Do you know those ranches?
A. Yes, sir.
Q. Do you know the Bolcoff family?
A. Yes, sir.
Q. What do you think the improvements on the San Augus-
491 tin ranch were worth when Majors bought it? Remember the time when Majors bought of Bolcoff?

A. No, sir; I do not.
Q. You know the ranch, do you?
A. Yes, sir.
Q. Do you know when Majors went on it?
A. I saw him on it in 1841.
Q. What were the improvements worth before he went there?
A. I saw nothing but an adobe house and a bit of corral. The roof Majors took off and put another on.
Q. What was it worth?
A. Well, at that time I suppose it could have been put up for [for] fifty or sixty dollars.
Q. What would it cost to get Indians to work at that time?
A. You could get for two bits a day.
A. What was the value of the ranch besides the improvements—the whole thing, improvements and all?
A. I cannot say, sir. You could buy a good farm then for three or four hundred dollars.
492 Q. What do you mean by a good farm, a good ranch?
A. Yes, sir.

Cross-examination.

By Mr. Peckham:

Q. Did you know at the same time this upper portion of the Rancho Refugio!
A. Yes, sir.
Q. There were no improvements on that was there—on the Cajo?
A. Well, sir; at the time I went by there I have seen a few mules and horses.
Q. Away back in 1839, I am talking of. Was there any building on it in 1839?
A. I was not at the upper portion in 1839.
Q. When did you first go there?
A. I came by there in 1842, 1843, and 1844, when I was living this side of the mountain.
Q. Were there any houses then on the place called Cajo?
A. Well, sir, I did not take much notice whether there was or not.
Q. What was that place worth at that time?
493 A. Well, sir. I could not tell the value of it, because land was of no value, not in the Mexican times.
Q. Then a league up there was worth as much as the San Augustin, was not it?
A. I cannot say, sir.
Q. Do you recollect what the size of this house was?
A. Were in San Augustin?
Q. Yes, sir.
A. Well, it was a middling sized house. I did not take much notice what the house was, because Majors, at that time, had some other buildings there.
Q. The adobe house you spoke of—what was the size of the old house?

A. I only went by there and saw Mr. Majors there at work whip-sawing—getting lumber out.

Q. You did not pay particular attention?

A. No, sir; I did not.

Q. You do not know what improvements were on the land
494 before Majors bought?

A. No, sir.

Q. You were never there before Majors bought?

A. No, sir.

Q. You were never there before he bought it?

A. Well, I went by when Bolcoff was living there.

Q. You did not pay particular attention to the amount of the improvements.

A. No, sir.

Q. You do not know how much fence there was?

A. To tell the fact, I did not see any.

Q. Did you see any corral?

A. I saw a bit of corral there.

Q. You do not know what it cost Bolcoff to make the improvements?

A. No, sir; I do not.

Q. How large an adobe house could you build at that time for fifty dollars?

A. Well, a man could build a good sized one, if he had Indians from the priest, same he had, to put it up.

Q. You mean fifty dollars in cash, independent of the Indians?

495 A. I do not know about that; there was very little money in the country at that time.

Juan Jose Feliz, called for complainant—sworn.

Examined.

(R. C. Hopkins having been sworn as Spanish interpreter.)

By Mr. Harman:

Q. Do you know anything about Candida Bolcoff and Jacinta having or not having cattle on the Refugio Rancho in 1839 and 1840—the sisters of Castro?

A. They had cattle there.

Q. What years? and how long?

A. In 1838 and 1839.

Q. Who had charge of the cattle? and for how long?

A. I had charge of the cattle, and Bolcoff and Maria Candida spoke to me to take charge of them.

Q. How long did you have charge of those cattle on that ranch.

A. Nine years.

496 Q. Where did the cattle come from? how did they come on that ranch? from what ranch did they come? and whose were they?

A. They were brought from San Augustin there by Jose Bolcoff. Bolcoff took his cattle from the ranch San Augustin and placed them on the Refugio.

Q. Did you live down on the rancho San Andreas with Joaquin Castro?

A. Yes, sir.

Q. In what years?

A. I do not remember the year; it was when Bolcoff was administrator of the Mission of Santa Cruz.

Q. Where did the cattle of Candida, and the sisters, which you had charge of in 1839, come from? what ranch?

A. They came from San Augustin, and the place there. Maria Candida and Bolcoff spoke to me to take charge of them.

Mr. Peckham:

Q. Who brought them from San Augustin?

A. The children.

497 Q. Who for?

A. For Bolcoff.

Q. They were his and Bolcoff's wife's cattle, and Jacinto's.

A. The cattle belonged to Candida.

Mr. Harman:

Q. Did Jacinta have any cattle on the ranch, and where did they come from?

A. She did, also.

Q. Where did they come from?

A. From San Andreas.

Q. How did she get them on from San Andreas, where did they come from? Did she buy them, or who gave them to her? You say Jacinta had cattle which came from San Andreas. Now, where did she get them?

A. She inherited them from her father.

Q. On what ranch did her father live?

A. San Andreas.

Q. Where did Candida's cattle come from?

A. Also by inheritance from her father.

Q. Where did her father live?

498 A. On the Rancho Augustin

Q. What ranch did Joaquin Castro her father live on?

A. San Andreas.

R. C. Hopkins, recalled for complainant.

Examined.

By Mr. Harman:

Q. You have that certificate of approval in your hand; the reporter has not got down what was said about that. I have looked for it, and cannot find that he has anything about it. State again, so that

the reporter can understand you, in regard to that certificate of approval, as to the alteration in dates, or whether any appear or not.

A. The certificate of approval by the departmental junta of the grant to Jose Bolcoff bears date on the 22d of May, 1841; the year 1841 appears to have been changed from some other date.

Q. Can you say what date it is changed from? can you see under it?

A. The day of the month appears to have [have] been first

499

500 "eleven." In the year was forty; it is evidently changed from some other date.

Cross-examination.

By Mr. Peckham:

Q. Do those alterations appear to be in a different hand?

A. It is impossible to tell; they are just figures.

Q. Is it the same kind of ink in which the original was written?

A. It appears to be about the same color; but whether it is the same ink I do not know.

Q. Now, I want your opinion as to whether that does not, on its face, appear to have been made at the time, or about the time, it was written originally, by the same hand, and with the same ink and the same pen.

A. The alterations you mean?

Q. Yes, sir.

A. The color of the ink appears to be the same, and that is about all I can say. I see nothing to indicate that it may not have

501 been made near the same time—about the same time. There is not enough writing to determine anything else.

Mr. Harman:

Q. What is the latter part?

A. Where it recites "upon the decree of June 13."

Q. In the archives, were there any other entry of June 13, relative to the Rancho Refugio, excepting that one?

A. That is all.

Q. Now, take Jimeno's Index there—that sheet—is this Rancho El Refugio entered upon that index.

A. It is.

Q. What number?

A. No. 131.

Q. What does the No. 131 refer to on this Jimeno's Index?

A. It refers to the espediente.

Q. The number on the right column refers to the espediente?

A. Always.

Q. Whose handwriting is that?

A. That of Francisco Arce.

Q. When was he secretary?

A. He was appointed clerk in the secretary's office, I think,

502 in 1839—somewheres in 1839—or it may be 1838.

Q. Look at the erasure opposite the 1831, and see if where Bolcoff's name is written the word "Candida" is not perfectly plain? See what was there first instead of Bolcoff.

A. "Da"— I can see the [the] remnants of the name "Candida."

Q. The "Da" is very plain under the "B."

A. Yes, sir.

Q. Can you see where Jacinto's name might be under "Da?"

A. Yes, sir; I see it under the "B." Defendant's counsel admitted that the names of the three sisters were in the Jimeno Index originally, and that one erased, and Bolcoff's put there instead.

Mr. Harman:

Q. Is there any instance in the grants, or in the Index, of a grant approved in 1841?

A. Not that I have seen; there is not a record of a session in that year.

The court:

Q. No session of that year?

503 A. No record of a session. The archives show no session.

The Court. That fact can be established, certainly.

Mr. Peckham. Whatever there is in the archives going to show that there was a session that winter we should like to have a translation of and put in.

Mr. Harman:

Q. Does that leaf bear the appearance of being written upon at one and the same time?

A. I think near the same time.

Q. The grants are not put down in order. Are they the espedientes of land issued in their order of date?

A. Not exactly; nor, sir, not altogether; approaching it perhaps. It was made up, perhaps, a long time after the espedientes were made out, and not carefully done. Francisco Arce was then a boy, or quite young. It could not have been made up earlier than 1839. It contains all the espedientes as far back as 1825. It was simply

504 an index of the espedientes then in the office made by direction of the secretary to Arce, I suppose.

Mr. Peckham:

Q. What was the condition of these records when they came into the office of the surveyor general from the departmental assembly?

A. They were then unbound; some of them in the shape of copy books—unbounded books stitched together.

Q. Separate papers?

A. I think they were stitched together like old fashioned copy books; they were not bound.

Q. Are those records in your office anything like complete of the other sessions, except 1841?

A. Some sess[ess]ions appear to be complete; it is difficult to tell, because the journal does not always refer to the last session, and you cannot tell some sessions; the pages are numbered through the whole session; for instance 1845 and 1846, the pages are numbered
505 apparently by the clerk of the assembly.

Q. As to how many sessions does that appear?

A. In a great many.

Q. As to the other there is nothing to tell whether the records are complete or not?

A. There is not. Often they do not refer, in the journal of the day, to the preceding session; they only give the day of the month.

Q. As to the other sessions, you say they are not complete.

A. I cannot say whether they are or not.

Q. Do you know whether the departmental assembly had a regular time for meeting at any session of the year?

A. I think not; I think they were liable to be called at any time.

Q. The meetings were not at a regular period?

A. I think not; in fact I find some orders indicating that they were always considered in session, to be called at any time by the governor, as the council of the governor.

Q. Now there is something in your office indicating that
506 they met in 1841?

A. My recollection is that there is some correspondence—communications from members excusing themselves, or something in relation to not being able to attend. That is as far as I can go. Perhaps they do not mention the date of the meeting; there are only a half dozen pages.

Q. How many members were there of the departmental assembly?

A. How many members? five or six—five, I believe.

Q. Do you know who they were in 1839?

A. No, sir; I do not remember.

Q. Do you know who they were in 1840?

A. Jose Zenon Fernandez Alvarado was president in 1840. The governor was often president. I forget the other names, however.

Fernand Vassault, called for complainant—sworn.

Examined.

By Mr. Harman:

Q. When you got your deed from Bolcoff and Canada in
507 1859, had you ever heard of the Plungeon deed, or the deed to Plungeon?

A. No, sir; I knew nothing of it.

Q. How long after that was it?

A. Some time after the first suit; I think some time in the latter part of 1859.

Q. What did you pay for that ranch?

A. I paid two different parties; to Bolcoff and [and] wife, or Bolcoff rather; Mr. Simpkins acted as my agent; he expended twenty-

five hundred dollars. This morning I asked him, and he told me he paid to Bolcoff seven hundred and fifty dollars. I think twenty-five hundred is what I gave to them.

Mr. Harman offered in evidence a copy of the judgment roll in the suit in the third District Court of Vassault *vs.* Meader—
508 judgment roll and verdict and judgment.
509 Defendant's counsel admitted that at the time of the suit mentioned in this judgment roll, Hall, one of the defendants, held under Mr. Adams, one of the defendants in this suit.

At the request of Mr. Wallace, complainant's counsel admits that the Petroleum Company has spent several thousands, and have not struck yet.

Mr. Harman offered in evidence the execution in the suit of Meader *vs.* Bolcoff and others, in the Third District Court of this State, dated the 23d of October, 1855.

510 Mr. Peckham. It is agreed that in the suit of Vassault *vs.* Meader, in the third District Court, in 1859, the espediente No. 131 was offered in evidence; that certified copies from the Surveyor General's Office, of the record of juridical possession, attached to Bolcoff's grant, were also given as evidence; and that Ramon Rodrigues was examined as witness in regard to juridical possession.

Mr. Harman. That is so.

R. F. Ryan, one of the defendants in p. p.

I offer in evidence a deed of one-third of a league of this land, and I desire to show it was given for a specific purpose, which was carried out. It is a deed from Majors and wife.

R. F. Ryan took the stand and was sworn.

The Witness. At or about the time this deed bears date,
511 Mr. Majors made a proposition and agreement with me, to attend and examine into the interest in Refugio Ranch, in Santa Cruz. About the 17th of October, 1865, Mr. Majors came to San Francisco and asked me to inquire into the condition of this rancho. I told him to give me a deed of the interest, which he proposed to give me, and when he gave me a proper deed of it, I would proceed with the matter, and examine the case. At the time he made this paper, his wife was not here. I sent it down—being her separate property before her marriage—I sent it down to Santa Cruz, and it was there executed and forwarded to me, and put upon the record at my request, in the recorder's office of Santa Cruz county. I then immediately afterwards set to work to make an examination of the condition of that title. I visited Santa Cruz several times, and got an abstract of the title to the property, examined the condition of it in the District Court of the United States, and found that in the case there, a stipulation was made between Wilson, as attorney for
512 Bolcoff, and the district attorney on the part of the United States, that the land was in the northern district of California —this land. I then set to work to make preparations in order to investigate the condition of the title under which Majors claimed. I made an examination of papers on file in the Surveyor General's Office, and discovered that there was a fogery in the grant, from the

evidence I could collect on that subject. In other words, that grant was so altered that the name of one party was taken out and another inserted—the name of Majors and his wife. I made endeavors to get the case prepared for its trial in the District Court of the northern district, and found out, to my surprise, that it had been stipulated away; that this land was in the southern district instead of the northern district of California. I was neither notified of it, nor I do not think Mr. Wilson was; that is my impression. The case was transferred to the southern district, and it was on the motion of the
513 United States associated law agent that this was done. It was ex parte, and the counsel for Majors was not notified of that fact. From the length of time that goes back, that is my memory of it. I then made an application in the case to get it reinstated—I think I made application. I sent the papers down to Santa Cruz, of which this was a copy, for Mr. Majors to swear to it, in order to get this matter placed back again, so as to take some action upon it. I wrote to Mr. Majors about it, but never received a reply to it—to my letter. And in the meantime, pending these proceedings, I discovered that Majors had made a deed, pending my investigations in the southern district on this matter, and in the northern district in reference to the mode in which the case was transferred; and not having the evidence given to me to sustain the action in the southern district, I was un-
514 able to go on and proceed with it, and the bill was dismissed there. I also say that I brought one suit about this land against a man named Hall, an adjoining party, which was prosecuted in the District Court of Santa Cruz, for the purpose of enjoining a party named Hall from cutting timber off the land and carrying off the bark of trees. The investigation was very long. The abstract I had made of the land, of the condition of the title, down there, was very complex. I had to examine into it, and it took a great many investigations about that time. Then Mr. Majors sold away his interest in the land, and not having any reply from him, although having written, I of course considered that he had given the matter over to somebody else.

Mr. Whitney:

Q. What is that last remark?

A. I say, having written to Mr. Majors about this matter, and having discovered that he had made a [a] transfer of the property, his
515 rights and interest, over to Vassault, of course I did not proceed any further in the matter.

Cross-examination.

By Mr. Whitney:

Q. Are you a searcher of records?

A. I do not profess to be a searcher of records, but I know how records should be searched. I have been practicing law in the State of California since 1850, and have examined all the records in the counties where I have been, so that I understand how records should be examined. I am an attorney-at-law, and have been some time.

Joseph L. Majors recalled for complainant.

By Mr. Whitney:

Q. You may state, so far as it is in your knowledge, the connection of Ryan with your interest, or that of your wife, in the Refugio Ranch.

A. Well, sir, I and my wife gave Ryan a case to attend to, and was to give him one-half of the Rancho Refugio, and he was to
516 attend to the case, and see it carried through the commissioners. Well, it went on. I heard nothing from him. I wrote to him and got no answer. I wrote to him a second time and got no answer —or had it done, I cannot write myself—then Judge Blackman wrote himself to find out what was going on. Blackman says he gave him the letter himself, but I never got it back. I never talked with him.

Q. He was to have a portion of what he recovered?

A. Yes, sir; one-half. He never made an attempt. It went on a few years, and went into Vassault's hands. I tried to get it if I could.

Q. How long after the case was dismissed in the southern District Court before you heard of it?

A. He had time enough to put a regular appeal in to get it.

Q. How long?

A. I do not recollect. I think the time allowed was six months.

Q. Did you know of it?

A. Yes—no I did not.

Q. How long before you heard of it?

517 A. It was sometime. I do not recollect exactly.

Q. How many months or years?

A. I think was something like two years, and I never had any handwriting from him, only what I sent. I never received anything from him.

Q. You never heard anything from him after you gave him the deed?

A. No, sir; I did not, with the exception that he sent down two bills of injunction, I think, four or five days after he left Santa Cruz, and they left before he came.

Cross-examination.

By Mr. Ryan:

Q. Do you know Mr. Garber, of Santa Cruz?

A. I think I have saw him, but I never had a great deal of acquaintance with him.

Q. Did you ever authorize him to write that letter? (Showing the letter.)

A. I do not know, sir; I cannot read it. I do not think Mr. Garber ever wrote anything for me, because I have particular men to do my writing.

518 Q. Do you recollect my visiting Santa Cruz about the ranch?

A. I recollect your visiting once, when you got those papers.

Q. Do you recollect giving me that paper? (A paper shown.)

A. I tell you I cannot read anything.

Q. Did you ever authorize Mr. Bennett to write letters up here?

A. No, sir; to you? Nary time.

Q. Did you ever authorize any one else?

A. Only Judge Blackman. He brought the letters and delivered them, he stated, to see if you were going to do anything or not.

Q. Did you ever see a bill in equity there?

A. No, sir; I did not.

Mr. Ryan. Perhaps I can call his attention to it, by reading the letter.

Mr. Whitney. I object to the letter.

Mr. Ryan returned to the stand.

The Witness. If your honor please, Mr. Majors did not write
519 himself, but acted through other parties. I received a letter the 1st of January, 1852, of which this is the original. This purports to be from him, signed John Garber, for J. L. Majors.

The Court. You should call Mr. Garber, unless you can state that Mr. Garber was authorized to write for him.

The Witness Well, I will withdraw the letter.

Mr. Ryan. That is all, except this deed.

The paper offered in evidence by Mr. Ryan was admitted, subject to all the objections that can be raised to it. It is endorsed: "Filed for record, June 16, A. D. 1858, at 12 o'clock, m., presented by J. L. Majors."

520 United States Circuit Court, district of California.

CHARLES E. NORTON, complainant,
vs.
JOSE BOLCOFF, MOSES A. MEADER *et als*, defendants.

We do hereby certify that the foregoing and hereunto annexed 316 pages contains a full, true, and correct report of all the oral testimony given on the trial of the above-entitled cause, as well as all objections, rulings of the court, and exceptions taken on said trial; and we do further certify that the documents on file with the clerk, and endorsed exhibits, and numbered respectively numbers 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, with the deposition of Jose Bolcoff, taken in this cause, and the deposition of Leander G. Caldwell, taken
521 in the case of Ferdinand Vassault *vs.* Moses A. Meader *et als*, in the District Court of the third judicial district of the State of California, and county of Santa Cruz, and the stipulations between

the complainants and the defendants, contain all the documentary evidence in English, and translations of all the other documentary evidence read upon this trial of said cause.

San Francisco, Oct'r 10th, A. D. 1866.

STEPHEN J. FIELD,
Circuit Judge.
OGDEN HOFFMAN,
Dist. Judge.

522 *Exhibit No.* 1.

To the Honorable the Board of Commissioners for the adjudication of California land claims:

Joseph L. Majors, a native of the State of Tennessee, and for the last 18 years a resident of California, for himself, and on behalf of his wife, Maria de los Angeles Castro, respectfully showeth:

That his said wife, then the said Maria de los Angeles, in union with her two sisters, Maria Candida and Maria Jacinta Castro, petitioned the Governor of the Californias, on the 13th day of February, 1839, for a piece of land known by the name of "Rancho del Refugio," with its metes and bounds, as described in the final concession, and grant, and drawing herewith, presented in a certified copy by
523 the surveyor general of an espediente presented by one Jose Bolcoff for two of the sisters Castro; but substituting his own name for that of my wife's, for the said piece or parcel of land, situated in the county of Santa Cruz and State of California.

That your memoralist claims for self, and on behalf of his wife, the one-third part of said grant only, that third portion embracing the arroyo de Cojo, and adjoining the lands of Gil Sanchez, on which your memorialist and family have subsisted for a number of years, in undisturbed possession, and still continue to hold.

That neither your memorialist nor his wife have ever, in any manner or form, disposed of or conveyed away their right or title to the said one-third part of the original grant to the three sisters Castro, and why it is that the name of Jose Bolcoff appears in the paper herewith submitted, instead of that of my wife, your honor-
524 able board can as readily determine as can your memorialist, especially after reading the certificate of the surveyor general appended thereto.

That there were witnesses to the original possession given of the said grant to the three sisters Castro, the names of two of whom are Ramon Rodriguez and Juan Jose Felix, both of whom are still living and will testify to the fact.

That it is also seen that the names of the same witnesses are fixed to another paper herewith presented, purporting to be a copy of a "grant of Jose Bolcoff," of the same "Rancho del Refugio," which seems to be somewhat strange to say the least of it, and that with this exception, strange as it may appear, there are no other claimants to the said "Rancho de Refugio," known to your memorialist. He, therefore, prays that your honorable board will cause a patent

525 in fee to issue to him, or his wife, as before named, for the one-third part of the said grant to the said Rancho de Refugio, commencing at the line of Gil Sanches, and embracing the arroyo de Cojo, as delineated in the drawing or plan appended to and forming part thereof. (The original application and grant.)

And your memorialist will ever pray, &c.

JOHN PARROTT,
Att'y for Claimants.

P. S. Your memorialist has paid taxes on his own third part of the said grant, and still continues to pay them on assessment.

Endorsed: No. 207. Joseph L. Majors. Rancho de Refugio. A pe[tete]titioner. Filed in office, April, 30th, 1852. Geo. Fisher, Sec. Recorded in Record of Petitions, vol. 1, page 71 & 72. Geo. Fisher, Sec't.

526 OFFICE OF THE BOARD OF COMMISSIONERS
OF CALIFORNIA LAND CLAIMS,
San Francisco, May 17, 1852.

SAMUEL D. KING, Esq., *Surveyor General.*

SIR: There is pending before the Board of Commissioners a petition in favor of Joseph L. Majors, in behalf of his wife, Maria de los Angles Castro, being No. 207 on the docket of the board, claiming a tract of land under a grant from Governor J. B. Alvarado to the three sisters, M. Candida, M. Jacinto, and M. de los Angeles Castro, dated May 21st, 1840, which tract of land is called "El Refugio" in Santa Cruz county, and is described as follows, viz: bounded by the rancho of Gil Sanchez and the mission of Santa Cruz.

The petitioner states that one Jose Bolcoff substitued his own name for that of M. de los Angeles, and in consequence the grant was issued to said Bolcoff.

527 The petitioner claims in behalf of his one-third of said
528 Rancho.

Will you please inform the board whether the Mexican archives in your office show that such a grant was made; whether it was approved by the territorial or departmantal deputation, and when; whether the papers relating to said grant appear in all respects fair and genuine, and whether any particular circumstances have come to your knowledge, calculated to cast suspicion on the fairness and validity of the claim.

Very respectfully, yours,
(Signed) GEO. FISHER, *Secretary.*

SURVEYOR GENERAL'S OFFICE,
San Francisco, June 5th, 1852.

To the Secretary of the Commissioners of California Land Claims.

SIR: In reply to your inquiry No. 192, I have the honor to state that there is among the archives in this office an espediente, No. 131,

purporting to show that such a grant was made as is specified in your inquiry, the date being April 8, 1839.

529 Said document mentions, in a certificate of the governor, the approval of the dep't assembly on the 22d May, 1840.

The papers in that case show an erasure, the name of Jose Bolcoff having been substituted in the place of Maria de los Angeles, since the grant, and I therefore deem them worthy of your inspection.

Very respectfully, yours,

SAM'L. D. KING,
Surveyor General.

Endorsed; No. 207, Joseph L. Majors, Rancho del Refugio. Report of the U. S. Surveyor General. Filed in office June 5th, 1852. Geo. Fisher, sec't.

530 Translations of proceedings at the instance of Don Jose Bolcoff, who claims the parcel of land known by the name of Del Refugio, 131.

Translated by John Clar.

Expediente. Pramovede per Don Jose Bolcoff en pretenam del to concedo con el nombre de Refugio (131.)

Proceedings instituted by Don Jose Bolcaff, petitioning for the land known by the name of Refugio (131.)

The above is the original and translation of the first page of the espediente of the grant for the Rancho of Refugio, which was omitted in the translation of said espediente furnished the land commission and now on file in this office.

R. C. HOPKINS,
Keeper of Archives in Office of U. S. Sur. Gen'l.

531 To his excellency the Governor.

MONTEREY, *Feb'y* 13, 1839.

Let citizen Francisco Soto, administrator of Santa Cruz, report upon the contents of the petition, and let the interested party present the corresponding plat.

(Signed) ALVARADO.

Maria Candida, Maria Jacinto, and Maria de los Angeles, natives of this upper territory, and orphan children of the late Joaquin Castro, and Maria Antonio Amador, before your excellency do represent, that owning eight hundred head of meat cattle, a drove of fifty mares, and about fifteen tame horses, and that not having a place where to put them for the increase and multiplication of the same, we now apply to the well known and wise justice of your excellency to grant us the place called "El Refugio" bordering on the boundaries of citizen Gil Sanchez land.

Wherefore, as orphans of these limited means, we beseech your excellency to grant us the aforementioned place, for which

532 kindness and favor we shall feel under obligation to your

exc'lly, making oath that this is not done in malice and of whatever else may be deemed necessary.

Monterey, Feb'y. 13, 1839.

(Signed) MARIA CANDIDA CASTRO.
" MARIA JACINTO CASTRO.
" MARIA DE LOS ANGELES.

SANTA CRUZ, *March* 10, 1839.

The land solicited in this representation can be granted to the interested parties, inasmuch as is not absolutely necessary to the establishment, which counts upon a sufficient rancho for the small number of the stock yet remaining.

This is what has been most proper to state, as prescribed by his excellency the governor.

(Signed) FRANCISCO SOTO.

MONTEREY, *March* 16, 1839.

On this days date was provisionally granted to the interested parties the aforementioned tract of lands subject to the further resolution upon this ("Espediente") proceedings.

(Signed) ALVARADO.

533 MONTEREY, 16 *of March*, 1839.

Let his honor, the prefect of the 1st district, report upon the subject-matter in this petition.

PUEBLO OF SAN JUAN DE CASTRO
March, 20 1839.

The prefect of the 1st district reports that a grant in fee be issued to the interested parties for the land which they solicit, inasmuch as it is vacant, and it not being needed by any owner whatsoever.

(Signed) JOSE CASTRO.

MONTEREY, *April* 8, 1839.

Note. See tract fac simile. In view of the petition at the head of these proceedings, the report of the prefect of the 1st district, and all that bears on this subject, in conformity with the requirements of the laws and regulations in the matter, Dona Maria Candida,

Note. See the certificate. 534 Dona C. Jacinto and Don Jose Bolcoff are declared owners in fee of the land known by the name of "El Refugio," delineated on the map annexed to these proceedings and under the conditions expressed in the title deed, the boundaries of which tract being from the rancho of citizen Gil Sanchez, to the mission of Santa Cruz, subject to the stipulations of the 18th of August, 1824, and the regulations of the 21st of November, 1828.

Let the corresponding patent be issued, recorded in the respective book; and let ("this espediente,") these proceedings be reserved for the knowledge of the excellent board, and their due approval of the same.

Thus did Senor Don Juan B. Alvarado, governor of the department of the Californias, decree, covenant, and sign, which I attest.
(Signed) ALVARADO.
Monterey, May 31st, 1840.

Having been reported to the excellent departmental board, in their session of to-day, they agreed to refer it to the committee on agriculture.
535 (Signed) FERNANDEZ.

536 On the 22d instant the committee returned the same, with the accompanying opinion.
(Signed) FERNANDEZ.
Monterey, June 13, 1840.

In view of the approval agreed to, on the 22d of May of the present year, by the excellent departmental board, let there be issued testimony of the same to Dona Maria de los Angeles, for Dona Maria Candida, and for Dona Maria Jacinta, in confirmation of the land called Refugio, which she obtained on the 8th of April, 1839.
Senor Don Juan B. Alvarado, governor of the department of the Californias, this did provide and sign.
(Signed) ALVARADO.

"*Copy of a certificate of the Surveyor General.*"

OFFICE OF THE SURVEYOR GENERAL OF THE UNITED STATES FOR CALIFORNIA.

I, Samuel D. King, Surveyor General of the United States for the State of California, and as such now having under my charge and custody in my said office, a portion of the archives of the former Spanish and Mexican territory, or department of Upper California, do hereby certify that the seven preceding and hereto annexed pages of tracing paper, numbered from one to seven, inclusive, and each of which is verified by my initials, (S. D. K.) exhibits true and correct copies of certain documents now on file and forming part of the said archives in my office.
And I do further certify that the red lines near the top of the fifth page of this copy, show the limits of the places in the original, where the first writing has been erased by scratching the paper, (the red spots therein showing where the holes made thereby now exist in said original,) and the words shown by this copy have been written over said erased places of the original writing.
537 And apparently, in lieu of the name of one of the persons named in the other portions of the said document, and also that the fifth letter in the present third word in the third line of said page appears to have been altered since said word was written.
In testimony whereof, I have hereto signed my name officially,

and affixed my private seal, (not having a seal of office,) at the city of San Francisco, this eighth day of October, A. D. 1851.

(Signed) SAM'L D. KING,
Sur. Gen'l, Cal.

Endorsed: No. 207. J. L. Major's Rancho del Refugio. Translation of espediente E. Filed in office, April 30th, 1852. Geo. Fisher, sect. Recorded in E. B. vol. 17, p. 274. Ex. B. G. Geo. Fisher, sect.

538 No. 535, COMMISSIONER'S DOCKET, OFFICE OF THE BOARD OF LAND COMMISSIONERS FOR CALIFORNIA.
San Francisco, May 22, 1852.

On this day before me, James Wilson, one of the commissioners for ascertaining and settling private land claims in California, came Jose Cornelio Perez, a witness produced [produced] in behalf of the claimant, Joseph L. Majors, whose petition is No. 207 on the docket of said commissioners, and after being duly sworn, testifies as follows, his evidence being given in the Spanish language and interpreted by Geo. Fisher, secretary. The law agent of the United States was notified and attended.

Jose Cornelio Peres, a witness on behalf of petitioner, says he has no interest in the land claimed, either present or prospective. I know Mr. Joseph L. Majors, and have known him for about sixteen years; he is a married man; his wife's maiden name was
539 Maria de los Angeles Castro, and is the daughter of the late Joaquin Castro. She has several sisters, viz, Maria Antonio, the eldest; the second, Martina; the third, was Candida, and the fourth, Jacinta; Candida is married to Jose Bolcoff; Jacinta was never married. I understood that there had been a grant of the rancho called "El Refugio," to some of the daughters of the late Joaquin Castro. To whom of them I do not know. I was called on by Rafael Castro to go as a measurer of said rancho, as he, Rafael Castro, as a magistrate, was going to give juridical possession of the same under the grant, as I understood. I did go as one of the measurers. Ramon Rodriguez was the other cord carrier. Juan, Jose, Feliz, and Francisco Rodriguez were present at the time. Jose Bolcoff accompanied us and pointed out the places were we were to commence and finish the measuring, and the measurements
540 were made according to his instructions.

At the time the possession was given of the rancho, after the measurements were completed, we returned to the house where Bolcoff lived on the rancho, and Rafael Castro told Jose Bolcoff to go and take the possession of the rancho, as he then gave it to him; that thereupon Jose Bolcoff spoke to his son, Amadio Bolcoff, and told him to take the possession of the rancho, as it was not for himself, Jose Bolcoff, but for him, Amadio, and his mother, Maria Candida, and his two aunts, Maria Jacinto and Maria de los Angeles. The juridical possession was taken by the usual forms by Amadio.

Mr. Majors has had cattle on the rancho, or part of it, but I cannot

state how long he has occupied it in that way. He has cattle on the rancho at this time.

541 At the time Mr. Majors married Maria de los Angeles Castro, she was residing in the house on Rancho del Refugio, where she had previously resided.

They were married in the church of Santa Cruz, and from the church they returned to the house on the said rancho, and had the wedding feast there. It was the same house where the possession was afterwards given to Amadio Bolcoff, as above stated.

Interrogatory by J. W. Cooley, law agent, U. S. :

The Rancho del Refugio is bounded by the sea on one side; the house may be some 300 or 400 varas only from the beach. I cannot say how it hangs together; but once all these lands were claimed by or belonged to the missions. I cannot say when the house was built on that rancho. It was built by Jose Bolcoff; I saw him working at it, but I cannot recollect the time when.

JOSE CORRELIO his + mark. PEREZ.

May 22, 1852.

Subscribed and sworn to before me.

JAMES WILSON, *Commissioner.*

542 Endorsed: No. 207. Joseph L. Majors, Rancho of Refugio. Deposition of Jose Cornelia Perez, taken before Comm'r James Wilson. Filed in office May 22, 1852. Geo. Fisher, sec't. Recorded in record of evidence, vol. 1, pages 498 and 499. Geo. Fisher, sec't.

No. 207. Joseph L. Majors, Rancho del Refugio. Deposition of Ramon Rodrigues, taken before Comm'r James Wilson. Filed in office May 26th, 1852. Geo. Fisher, sec'y. Recorded in record of evidence, vol. 1, page 509, Ex. Y. G. Geo. Fisher, sec'y.

207.

OFFICE OF THE BOARD OF LAND COMMISSIONERS FOR CALIFORNIA,
San Francisco, May 26, 1852.

543 On this day before me, James Wilson, one of the commissioners for ascertaining and settling private land claims in California, came Ramon Rodrigues, a witness produced in behalf of the claimant, Joseph L. Majors, whose petition, in No. 207 on the docket of said commissioners, and after being duly sworn, testified as follows, his evidence being given in the Spanish language, and interpreted by Geo. Fisher, secretary. The law agent of the United States was notified and attended.

Ramon Rodrigues, a witness examined by and at the request of the petitioner, deposes, viz:

My name is Ramon Rodrigues; I am fifty-eight years old. I have fifteen years in the mission of Santa Cruz. I know well J. L. Ma-

jors for fourteen or fifteen years. He is married with Do. Maria Angeles de Castro for the last twelve years. She has two sisters, Maria Candida Castro, Maria Jacinta Castro; that they, the
544 three sisters aforesaid, obtained a grant of land called Refugio, some years ago; but I do not know the date or year precisely. I further say that judicial possession was given to the said three sisters de Castro; that D'n Rafael Castro was at the time alcalde of Santa Cruz, and gave the order for the possession to be given; that I and Dn. Cornel Perez assisted to give the possession in the accustomed forms of the times; I was one of the cord carriers. I further say that I was never present or know of judicial possession having been given of the said Rancho del Refugio to any other person; that J. L. Majors has for many years last past--say four or five years—kept horses and cattle on the Rancho of Refugio; that for many years the rancho has been known and acknowledged to belong to the three sisters, de Castro; that I have never heard their right disputed by anybody. The length of the rancho is from the Sanjon to the Laguna de los Palos, being three leagues and a half, lineal
545 measure; these were the boundaries designated by the magistrate when the possession was given, as above stated.

Interrogatories by G. W. Cooley, esq., law agent.

The deponent says the rancho bounds on one side on the sea shore. When I assisted in giving the judicial possession there was a house on the rancho. That house was built by Jose Bolcoff. I do not know of any other house having been built on the rancho. I cannot state the year when the juridical possession was given, but it was some years before the late war between the United States and Mexico, and previous to the time when Gen'l Micheltoreno came to California as governor.

his
RAMON × RODRIGUES.
mark.

May 26, 1852.

Subscribed and sworn to before me—
JAMES WILSON, *Commissioner.*

546 No. 207.

Joseph L. Majors, Rancho del Refugio:

Deposition of Juan Jose Feliz, taken before Commissioner James Wilson. Filed in office May 26, 1852.
GEO. FISHER, *Sec'y.*

Recorded in Record of Evidence, vol. 1, page 508.
GEO. FISHER, *Sec'y.*

No. 207.

OFFICE OF THE BOARD OF LAND
COMMISSIONERS FOR CALIFORNIA,
San Francisco, May 26, 1852.

On this day before me, James Wilson, one of the commissioners for ascertaining and settling private land claims in California, came Juan Jose Felez, a witness produced in behalf of the claimant, Joseph L. Majors, whose petition is No. 207, on the docket of said commissioners, and duly sworn, testified as follows, his evidence being given in the Spanish language, and interpreted by Geo. Fisher, secretary.

The law agent of the United States was notified and attended.

547 Juan Jose Felix, a witness examined on behalf of the petitioner, deposes and says: My name is Juan Jose Feliz. I am fifty-three years old. I have been living in Santa Cruz about 13 years. I know well Joseph L. Majors ever since I lived in Santa Cruz. He married Da. M. Angeles Castro about twelve years ago; his wife has two sisters, named Maria Candida and Maria Jacinta de Castro; they are daughters of the late Joaquin Castro, deceased. I remember that the three sisters obtained a grant of the Rancho del Refugio, some years ago, but do not know the precise time. That possession of the said rancho was given to them in the usual form of the times. I was living on the rancho at that time. Don Rafael Castro was alcalde, and ordered the measurement to be taken. I was myself, one of the witnesses to the act of possession. The rancho measured has about three leagues of land. It is about half a league wide, by about three and a half leagues long. I was never present at, nor did I ever hear of judicial possession having been given

548 to any other person. J. L. Majors has had for many years last past cattle and horses on the rancho; that the said sisters, daughters of Castro have always been acknowledged and known as the owners of the rancho. I did never hear or know of any one else who claimed it.

Interrogatories by G. W. Cooley, esq., law agent U. S.

Deponent says: The said rancho bounds on the one side on the sea shore. There were two houses in the rancho, one built by the mission of Santa Cruz, and I lived on it for nine years. It was many years ago, and before the land was solicited by the said daughters of Castro. The other house was built by Jose Bolcoff. It was immediately after the concession of the land; for I remember that at the time of the concessions to the said daughters of Castro, we were all living in the house built by the mission. I married an elder

549
550 daughter of the said Joaquin Castro, by the name of Maria Antonio del Castro. I remember the marriage of J. L. Majors with Maria de las Angeles de Castro. Their marriage was in the church of Santa Cruz, and they returned to the house which was built by Jose Bolcoff. I remember that the house was built the

same year of Majors' marriage, for I remember that they were very much hurried to get the house finished for the marriage feast, and the fandango, all of which I attended.

his
JUAN JOSE FELIZ.
mark.

May, 26, 1852.

Subscribed and sworn to before me—

JAMES WILSON,
Commissioner.

No. 207.

Joseph L. Majors, Rancho del Refugio:
Deposition of Juan Jose Felix, taken before Commissioner
551 Peter Scott. Filed in office March 30, 1854.
552 GEO. FISHER, *Sec'y.*

Recorded in Ev. P., vol. 4, p. 139, Ex. F & G.
GEO. FISHER, *Sec'y.*

UNITED STATES OF AMERICA,
State of California, ss:

SAN FRANCISCO, *March* 30, 1854.

This day personally came before Peter Scott, a commissioner for taking testimony, to be used before the board of U. S. land commissioners in said State, Juan Jose Feliz, a witness on behalf of the claimant, in case No. 207, on the docket of said board, in which Joseph L. Majors, in behalf of his wife, is claimant; and the said Juan Jose Feliz being duly sworn, on oath deposed in Spanish, which was interpreted into English by the interpreter for said board as follows: The U. S. law agent is present.

Questions by Gen. James Wilson attorney for claimants, Joseph L.
553 *Majors and wife.*

1st question. What is your name, age, and present place of residence?

Answer. My name is Juan Jose Feliz; my age 56 years, and my residence in the county of Santa Cruz, California.

2nd question. Do you know Dona Maria Candida, Maria Jacinta, and Maria de los Angeles de Castro? If yea, whose daughters are they, and to whom are they, or any of them, married?

Answer. I know them all. Maria Candida married Joseph Bolcoff; Maria Jacinta is not married, and Maria de los Angeles married Jose Majors, and they are the daughters of Joaquin Castro, deceased.

3d question. Do you know if those three daughters of Joaquin Castro obtained a grant of land in Santa Cruz county? If yea, state what was the name of the rancho so granted to them.

Answer. Yes; I know that they obtained a grant there. The
554 name of the grant formerly, when it belonged to the mission was called Arrayo del Matadero, and afterwards it was ca'' "Refugio."

4th question. Was juridical possession of the Rancho del Refugio given to those daughters of Castro, and were you present as one of the witnesses to such juridical possession when given to them?

(This question was objected to by the U. S. law agent, the first portion as leading, and the whole of it as incompetent to prove the fact sought.)

Answer. Juridical possession was given to the three daughters of Castro, and I was present as a witness to the transaction.

5th question. Have you ever been present, or have you ever known of juridical possession of that Rancho del Refugio being given to any other person, or at any other time except the one time when possession was given to these daughters of Castro, which you witnessed as aforesaid?

555 Answer. No; that was the only juridical possession of which I ever had any knowledge, so far as relates to that Rancho del Refugio.

6th question. Look at the document now shown to you marked "A," annexed to the deposition of Juan B. Alvarado, taken and filed in case No. 214, and say whether your signatures, where they severally appear on pages 12, 13, 14 and 15, are your genuine signatures; if yea, when did you sign them respectively, and at whose request?

Answer. The signatures of my name where they severally occur are my genuine signatures. It is going on 3 years since I wrote my name in these pages in my own house. Jose Bolcoff brought the document to my house, and asked me to sign it, inasmuch as I had not done so when the possession was given as aforesaid. I asked him where I should sign it; he showed me, and I signed it accordingly.

7th question. Were the names of Rafael Castro and Ramon

556 Rodriguez on those pages, where they severally appear, when you signed your name thereto?

Answer. They were not; Bolcoff told me he was going round to the others for their signatures; I signed it first.

8th question. State the time, as near as you can, when the juridical possession of the Rancho del Refugio was given to the daughters of Castro, as you have above stated.

Answer. It was many years ago. I cannot remember the precise time; I think it was when Alvarado was governor.

Cross-examined.

By U. S. law agent:

1st question. State particularly each fact which occurred in the transaction of giving the juridical possession to the daughters of Castro, as to which you was present.

Answer. I was living on a place given to me by said Bolcoff, near

557 the Rancho of del Refugio: Bolcoff asked me to go and assist in the juridical possession. They went on to the ground; the alcalde, Rafael Castro, was present, and they had a rope with which they measured the Rancho; Cornelio Perez and Antonio Rodriquez, Juan Gonzales, Manuel Ramerez, since dead, and, I think,

Francisco Rodriquez and Roman Rodriquez were present there. I do not now remember any others who were there; I do not recollect of any record or writing being made at the time. I have no recollection of signing any paper then and there, nor at any time respecting this transaction, except the one I have mentioned, which was shown me here to-day, which I signed within the last 3 years, as I have before stated.

JUAN JOSE FELIZ.

Subscribed and sworn to before me on this 30th day of March, A. D. 1854.

PETER LOTT,
Commissioner for taking testimony, &c.

SAN FRANCISCO, *March 30th*, 1854.

558 UNITED STATES OF AMERICA, *State of California, ss:*

This day personally came before me Peter Lott, a commissioner for taking testimony to be used before the board of U. S. land commissioners in said State, Roman Rodriquez, a witness on behalf of the claimant in case No. 207, on the docket of said board, in which Joseph L. Majors, in behalf of his wife, is the claimant; and the said Roman Rodriquez, being duly sworn, on oath deposed in the Spanish, which was interpreted into English by the interpreter of said board, as follows, to wit:

The U. S. law agent is present.

Questions by General James Wilson, attorney for claimant..

1st. question. What is your name, age, and present place of residence?

Answer. My name is Roman Rodriquez; my age, 58 years; my residence, Santa Cruz county, California.

2d question. Can you write your name, and do you ordinarily, in the execution of papers, write your full name, or do you make

559 the mark of a cross?

Answer. I cannot write my name. In the execution of papers I put my finger on the pen, while some person writes for me, and make a mark of a cross.

3d question. Look at the document now shown to you, marked "A," annexed to the deposition of Juan B. Alvarado, and filed in case No. 214, and say whether your signature, where it severally appears in pages 12, 13, 14, and 15, are your genuine signatures, and did you ever authorize any person to affix your name thereto?

Answer. I do not remember ever to have seen this paper ever before, and I never authorized any one to sign it for me. I invariably place the mark of a cross where my name is signed with my consent. Bolcoff never brought this or any other title papers to me to sign that I have any knowledge of. I am positive I never signed this paper, or any part of it, or authorized any one to do it for me.

4th question. Was you present at any time when judicial possession of the Rancho del Refugio, in Santa Cruz county, was

560 given to any person or persons? If yea, to whom was it given?

Answer. I was present at the giving of juridical possession of said Rancho. Bolcoff, who summoned me there, said to his oldest son, the Rancho belongs to your aunts and your mother, and directed him to take possession of it for them. The boy then used the usual mode of taking possession, by pulling grass, throwing stones, &c. The mother was Maria Candida, and the aunts, Maria Jacinta and Maria de los Angeles, the daughters of Joaquin Castro, deceased.

Cross-examined.

By U. S. law agent:

1st. question. State who was present at the giving of juridical possession of which you speak.

Answer. Bolcoff and his son, Rafael Castro, Juan Jose Feliz, Miguel Ramirez, Cornelio Perez, Francisco Rodriquez. and myself; there were no others there that I recollect.

2d question. State what was done on that occasion besides what you have said.

Answer. We went to a ditch on the east side; the alcalde,
561 Rafael Castro, told us he was going to give juridical possession of the land, and there the alcalde read a paper. He said it was the authority which Alvarado had given him to give possession to Bolcoff for his wife and sisters-in-law. The alcalde directed my brother, Francisco and Miguel Ramirez, to measure a hair rope, which we had there, and make it 50 varas long. The alcalde asked my brother if he would swear to the measurement being correct. He said he did. A stake was fastened to each end of the rope; with that rope we measured the land. After the land was measured, we all went to the house; the table was set and papers were on it; the table was set for respast and not for business especially. I signed no papers and saw none signed on that occasion; they said the papers would be signed some other time. The quantity of land that we understood to be contained in our measurement was three leagues from east to west, and three leagues from north to south, in the form of a square.

562 *Re-examined.*

By claimant's attorney:

1st question. Was Dona Maria de los Angeles de Castro married to Joseph Majors at the time the juridical possession was given of said Rancho, as you have before stated, or was she married afterwards?

A. I do not recollect whether she was married at that time or not till afterwards.

RAMON + RODRIQUEZ.

Subscribed and sworn to before me on this 30th day of March, A. D. 1854.

PETER LOTT,
Commissioner for taking testimony, &c.

Endorsed: No. 207. Joseph L. Majors. Rancho del Refugio. Deposition of Ramon Rodriquez, taken before Com'r Peter Lott. Filed in office March 30th, 1854. Geo. Fisher, sect'y. Recorded in Ev. B., vol. 4, p. 137. Ex., F. G. Geo. Fisher, sec'y.

563 No. 207. Joseph L. Majors, in behalf of his wife, Maria de los Angeles. Rancho de Refugio. Opinion of the board delivered by Com. Alpheus Felch. Filed in office Jan. 30, 1855. Geo. Fisher, sec'y. Recorded in record of decisions, vol. 2, page 506. Geo. Fisher, sec'y.

JOSEPH R. MAJORS
vs.
THE UNITED STATES.

For one-third part of the Rancho called Refugio, in Santa Cruz county, containing 6¾ square leagues of land.

The petitioner claims the land in question in behalf of his wife, Maria de los Angeles Castro, who, in conjunction with her two

564 sisters, Maria Candida and Maria Jacinta, petitioned for a grant of the name, on the 13th day of February, 1839. The claim of the wife to the land is based on the proceedings had on this petition. In proof of this right a traced copy of the espediente from the archives is presented, and shows the following proceedings: A petition, by the three sisters for the grant, dated February 13, 1839; a decree of Governor Alvarado, bearing the same date, referring the same for information; several reports on this subject and a provisional grant to operate until final determination in the matter, and a decree of concession by the governor, dated April 8, 1839. To these is appended a memorandum stating that the same had been referred to the departmental assembly, and that the same was reported upon by the committee, but it is not shown what the character of the report was; and the whole closes with a decree signed by

565 Alvarado, directing, in view of the approval agreed to on the 22d of May, of the present year (184 ,) by the excellent departmental junta, that a testimonial thereof be issued to Dona Maria de los Angeles for Dona Maria Candida, and for Dona Maria Jacinta, in confirmation of the land called Refugio, which she obtained on the 8th of April, 1839.

All the proceedings above mentioned are in the name of the three sisters, excepting the decree of concession of April 8, 1839, in which the name of Jose Bolcoff is substituted for that of Maria de los Angeles Castro; and the document has the appearance of an erasurer of her name and the substitution of Bolcoff's.

In addition to the above document in support of the title of his wife, the petitioner has introduced in evidence copies of a grant of the same land made to Jose Bolcoff, as sole grantee, by

566 Governor Alvarado, dated April 7, 1841; a certificate, the approval of the same by the departmental assembly, May 22, 1841, and a testimonial in the usual form, showing judicial possession of the land given to Bolcoff under his grant July 26, 1842.

There are two fatal objections to this claim as presented to the commissioner.

The first is the absence of proof that a grant was ever made to the claimant's wife. None is produced, and there is no evidence tending to show that any was ever delivered to her or either of the sisters. We have often had occasion to say that the mere decree of concession found in the archives was not proof of the delivery of a title to the party interested; and the favorable action of the departmental assembly, where no document intended as evidence of his rights in the land was given, either before or after the approval of the assembly, would not establish the title of a
567 claimant until he has received documentary evidence of the concession by the authorities; the concession was not completed, and his title, either equitable or legal, was not perfected. Until such evidence of his right was given to him, the land still belonged to the national domain, and could be disposed of at the will of the proper authorities, under the restrictions contained in the law and regulations only.

That this was the view taken of the matter by the governor and assembly seems evident in this case on an inspection of the documents presented by the claimant. Notwithstanding the decree of concession, and direction of the governor for the issuing of a testimonial of the approval of the assembly in 1839 and 1841 to the sisters, about two years subsequently the governor granted, and the assembly approved it, the same land to a third party. In this case there is no explanation of the reason why this was done; but
568 in case No. [No.] 214, which is a claim by said Bolcoff under the grant last referred to, there is testimony tending to show that it was by mutual agreement of all parties that the title should be taken in the name and for the benefit of Bolcoff, who married one of the sisters. This testimony, not being presented in the case now under consideration, cannot affect the decision herein. The judgment must follow the proofs in the case, and the claim must stand or fall on the evidence presented therein. But in this, as in all other cases, the burden is on the claimant to the prove the grant which establishes his title. This he has failed to do, he having produced no title papers, nor any evidence of the law, or the evidence in the hands of the alleged grantee of any such documents.

Some of the witnesses state that judicial possession was given to the [the] three sisters by the alcalde, Rafael Castro.
569 It is admitted on all sides that Bolcoff was the person who officiated in receiving said possession; but it is alleged that he acted, in so doing, as the agent of the sisters, and the possession was, in fact, given to them. From the proofs in the case, it is clear to my mind that there was but one act of measurement and judicial possession by said alcalde; and it is equally clear that this was had under the grant issued by Alvarado to Bolcoff, and not under any title papers in the possession of the sisters. The regularity or irregularity of the possession given to Bolcoff under the grant to him, or of the document by which the act is sought to be perpetuated and proved, can in no manner affect the right of Majors in this case; and

if such possession was in fact given by the alcalde to the wife of Majors, it would not establish a title in her, unless it was done
570 under the authority of a grant made by the competent authorities. I think the proof not sufficient to show that any such possession was given to her, or to the three sisters; and if it was sufficient, it would not, in the absence of all proof of the issuing of a grant to them, and especially with the contrary presumption raised in the case on the whole showing, establish their title to the land.

But if the issuing of a grant to the three sisters was established under the usual conditions required by law, this claim must fail for want of proof of the performance of such conditions. No cultivation or inhabitancy of the premises by such grantees is shown by the proofs in the case.

For the reasons indicated, an adverse decree must be entered.

Rejected.

571 No. 207.

Joseph L. Majors, in behalf of his wife, Maria de los Angeles Castro. Rancho de Refrgio.

Decree.

Filed in office, Jan. 30, 1855. GEO. FISHEB, *Sec'y.*

Recorded in record of decisions, vol. 2, page 509. GEO. FISHER, *Sec'y.*

JOSEPH L. MAJORS
vs.
THE UNITED STATES.

In this case, on hearing the process and allegations, it is adjudged by the commissioners that the claim of the said petitioner is not valid; and it is therefore decreed that his application for a confirmation thereof be denied.

ALPHEUS FELCH,
R. AUG. THOMPSON,
Commissioners.

572 No. 207.

Joseph L. Majors, claimant for land called Refugio:

It is stipulated and agreed that the land claimed in this case lies north of the thirty-seventh parallel of north latitude, and within the northern district of California.

JAMES WILSON,
Att'y for Claimant.
J. H. McKUNE,
U. S. Law Agent.

Endorsed: 207. Joseph L. Major's Rancho del Refugio. Stipulation. Filed in office March 5, 1855. Geo. Fisher, sec'y. Recorded in journal, vol. 4, page 222. Geo. Fisher, sect. G'l James Wilson, att'y.

U. S. LAND COMMISSION,
Sept. 6, 1855.

Louis Blanding, the associate law agent, being duly sworn,
573 deposes and says: That he is informed and believes that the claim No. 207, for the place named "Refugio," J. L. Majors claimant, embraces land that lies in the southern district of the State of California; that the statement of the clerk for the southern district is to the same purport, and that an examination of the surveys in the office of the U. S. surveyor general for California, shows that the land is south of the 37th parallel of north latitude; and further, that the transcript in case No. 214, F. & J. Bolcoff, claimant for the same land, has been sent to the southern district under the belief that the land lies in the said district.

LOUIS BLANDING,
Ass. Law Agent.

Subscribed and sworn to before me this 11th day of September, 1855.

ALPHEUS FELCH,
Commissioner.

Endorsed: No. 207. Joseph L. Majors Refugio. Affidavit
574 of U. S. ass. law agent. Filed in office Sept. 11, 1855. Geo. Fisher, sec'y. Recorded in 20 vol. ex., p. 278, E and B and G. Geo. Fisher, sec'y.

No. 207.

U. S. LAND COMMISSION,
Sept. 4, 1855.

Motion is hereby made that the order in case No. 207, for the place named Refugio, sending the transcript in the said case to the District Court for the northern district of California, be set aside, and that the said transcript be sent to the District Court for the southern district of California, in which the land lies.

LOUIS BLANDING,
Ass't Law Agent.

Endorsed: No. 207. Joseph L. Majors Refugio. Motion. Filed in office Sept. 11, 1855. Geo. Fisher, sec'y. Recorded in journal, vol. 4, page 353. Geo. Fisher, sec'y.

575 OFFICE OF THE SURVEYOR GENERAL
OF THE UNITED STATES FOR CALIFORNIA.

I, L. Upson, surveyor general of the United States for the State of California, and as such having in my office and in my charge and custody the papers of the late board of commissioners to ascertain and settle the private land claims in California, by virtue of the power vested in me by law, do hereby certify that the next preceeding and hereunto annexed pages, numbered from one to sixty-five

inclusive, exhibit a true, full, and correct copy of their respective originals, as the same appear on file in this office.

In testimony whereof, I have hereunto signed my name officially, and caused my seal of office to be affixed, at the city of San Francisco, this 8th day of August, 1866.

[SEAL.]

L. UPON,
U. S. Surveyor General for California.

[5 ct. stamp.]

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Exhibit No. 2.

Translation of extract from the journals of the departmental junta of the 22d of May, 1840:

"No. 131. The concession made by the superior departmental government, on the 8th of April, 1839, of the land called El Refugio, to Dona Ma. Candida, Ma. Jacinta, and Ma. de los Angeles, is approved."

The foregoing is a correct translation of an entry found in the journals of the departmental junta for the 22d of May, 1840, on page 388, of Vol. III, Legislative Records, as the same is on file in the archives.

R. C. HOPKINS,
Keeper of Archives, U. S. Sur. Gen. Office.

Endorsed: Filed Aug. 10, '66. Geo. C. Gorham, cl'k.

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Exhibit 3.

Of registry in "Toma de Razon" of prefectura of grant to the sisters Castro:

His excellency the governor of the department conceded, on the 7th of April, 1839, to the Senoras Dona Ma. Candida, Dona Ma. Jacinta, and Dona Ma. de los Angeles Castro, the place named Refugio, which is registered on this 9th day of April, 1839.

JOSE MA COVARRUBIAS.

The foregoing is a correct translation of the original on file in the archives.

R. C. HOPKINS,
Keeper of Archives U. S. Sur. Gen. Office.

Endorsed. Filed Aug. 10, '66. G. C. Gorham, cl'k.

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Exhibit 4.

Jose Bolcoff. Third seal. Two reals.

Provisionally authorized by the maritime custom-house of the port of Monterey, in the department of Californias, for the years 1840 and 1841.

(Signed) XIMENO.
(Signed) ANTONIO MARIA OSIO.

Juan B. Alvarado, governor of the department of the Californias:

Whereas Jose Bolcoff, a Mexican by naturlization, has petitioned for his personal benefit, and that of his family, for the parcel of land known by the name of "Refugio," bounded by the rancho of citizen Gil Sanchez. and the mission of Santa Cruz, having complied with the requirement of the laws and regulations in the matter, now by virtue of the authority in me vested, in the name of the Mexican nation, I have thought proper to grant to him the aforemen-

582 tioned tract of land, subject to the following conditions:

1st. He may fence it without obstructing the crossings, roads, and servitudes. He shall enjoy it freely and exclusively, putting it to the use and culture he may think proper; but within one year he shall build a house that must be inhabited.

2d. He shall solicit the respective judges to give him judicial possession by virtue of this patent, by whom the boundaries shall be fixed, at the limits of which he shall set, besides the land marks, some fruit trees.

3d. The land of which donation is made, is of the extent shown by the plan annexed to "the espediente" (proceedings.) The judge, who may give possession will cause it to be measured agreeably to ordinance, leaving the excess ("sobrante,") which may result to the nation for convenient uses.

683 4th. If he contravene these conditions he shall lose his right to the land, which shall be denounciable by another; conseqently I command that, viewing this as a title deed, and holding it as firm and valid, the same be entered in the corresponding book, and be returned to the interested party for his own security and further ends.

Given in Monterey on the 6th day of April, 1841.

JUAN B. ALVARADO.
MANUEL JIMENO, *Secretary*.

A note of this patent has been entered in the respective book at folio 8.

JIMENO.

Third seal.—Two reals.

Provisionally authorized by the maritime custom-house of the port of Monterey, in the department of the Californias, for the years 1840 and 1841.

(Signed) XIMENO.
(Signed) ANTONIO MARIA OSIO.

584 Juan Alvarado, constitutional governor of the department of the Californias.

The excellent departmental board by agreement, on the 22d day of May, 1841, approved the opinion of the Committee on Agriculture, acknowledged in the "espediente" (proceedings) instituted in relation to the tract of land called "Refugio," adjudicated to Don Jose Bolcoff, the concluding article of which runs thus:

"The grant made by the superior departmental government, dated the 8th of April, 1839, for the tract of land called "El Refugio," in favor of Don Jose Balcoff, is approved.

"And in consequence of the decree of the 13th June, last past, existing in the afore-mentioned "espediente," the present is issued to the interested party for his own security.

"Monterey, 28 July, 1851.

"ALVARADO.

"MANUEL JIMENO, *Secretary*."

To his honor the constitutional Alcalde:

585 Jose Bolcoff, of this vicinity, before your honor, presents himself and says, that having obtained a grant in fee of the land known by the name of "Refugio," he now applies to you to give him juridical possession in conformity to the provision of the article 3d of the title deed of said land, issued the year last past, which I duly herewith accompany for the desired ends.

Wherefore I beseech your honor to be pleased to give him the possession he solicits, in which he shall receive justice.

Santa Cruz, July 22, 1842.

(Signed) JOSE BOLCOFF.

SANTA CRUZ, *July* 25, 1842.

Agreeably to the preceding petition, I, the judge, proceeded to measure, to mark, and give juridical possession as solicited by the interested party in this "espediente," appointing for that purpose, the 26th day of the present month.

Thus did I, the judge, decree, command, and sign.

"RAFAEL CASTRO."

586 At the Rancho of Refugio, July 26, 1842, the present year, agreebly to the decree of to-day's date, there appeared the citizens, assisting witnesses having named, as measurers, citizens Roman Rodriquez and Juan Jose Feliz, who, with the previous acceptance and requisite oath, will proceed to the fulfilment of their appointment.

Thus did I, the judge, decree, command, and sign, with the assisting witnesses.

RAFAEL CASTRO.

Witness: JUAN JOSE FILIZ.
Witness: ROMAN RODRIQUEZ.

On the same date, at the Rancho aforementioned, the preceding decree was communicated to the citizen measurers, and they said they accept and accepted said appointment of measurers, and they made oath, in the Name of God and by the sign of the Cross, to fulfil the same, and not to use it against any person whatsoever, and affixed their names hereto with myself.

RAFAEL CASTRO.

(Signed)

Witness: JUAN JOSE FELIZ.

587 Witness: ROMON RODRIQUEZ.

Immediately, I, the said judge, commanded a cordel (cord) to be brought to measure the lands, causing the measurers to measure it of fifty varas length, which they signed with myself.

RAFAEL CASTRO.

Witness: JUAN JOSE FELIZ.
Witness: KOMAN RODRIQUEZ.

After this, in the presence of myself, the said judge and the measurers, they seized a cordel, and with a vara, such as is used in Mexico, they measured fifty varas, in order to make the afore-mentioned admeasurement.

In witness whereof, I attached hereby my signature.

RAFAEL CASTRO.

Witness: JUAN JOSE FELIZ.
Witness: ROMAN RODRIQUEZ.

At the same Rancho, and on the same date, at about ten o'clock in the morning, I, the judge present, commanded the appointed measurers to prepare to measure the land which is to be the property of citizen Jose Bolcoff, and commenced measuring from the large ditch, (sanjon,) where there are some "veraveas" (summer pasture grounds) close to the beach, opposite a rock lying in the sea, and running north as far the creek of "La Laguna del Palo," up to which there was measured three leagues, where the creek forms the boundary and land mark. Thence stretching the cordel S. and N., they measured two leagues and 500 varas as far as the cuchilla, (ridge,) opposite "Sayante," where there was placed a sign of a land mark, cut with a hatchet; thence along the hill, all the cuchilla, as far as opposite the first sanjon, (ditch,) a distance of two leagues and 500 yards where there is a dry red-wood tree, serving as a land mark, and from opposite the mark, on the beach, all the way along the sanjon northward, the same having been measured agreeably to the map made after the admeasurement of the land. The measurers declaring that it comprised one square league. In witness whereof, I sign it with the measurers.

RAFAEL CASTRO.

Witness: JUAN JOSE FELIZ.
Witness: ROMAN RODRIQUEZ.

At the said rancho and on the same date, citizen Jose Bolcoff, accompanied by the judge of said place, and the assisting witnesses, said citizen Jose Bolcoff, in virtue of having measured the lands of said rancho, as is shown by the antecedent acts, will take true, corporal and real possession of the said place of one square leagues, say three leagues in length by two leagues and 500 varas in breadth, since it is his, such as is shown in the map which was made according to the boundaries of the title granted by the constitutional governor, and approved by the excellent assembly of this territory, on the same date.

He went on, walked through it, pulled up grass and leaves of trees, and threw stones on the four winds of the compass and

590 performed other ceremonies and acts of possession, as a sign of taking it, as he did of said land, the aforementioned judge commanding that henceforth they should own him and acknowledge him as the true owner and possessor of the same, and of all which has been stated, said citizen Bolcoff asked that in memory and preservation for the future of his rights, I, the said judge would extend to him a testimony of all which was performed by authority, and the assisting witnesses with whom I did so in default of a proper public notary, there being none here, which I, agreably to law, hereby attest.

RAFAEL CASTRO.

Witness: JUAN JOSE FELIZ.
Witness: RAMON RODRIGUEZ.

The undersigned, secretary of the government of the department of California, do certify that the plat exhibited on the preceding sheet is similar to the original which is annexed to the expe-
591 diente of Don Jose Bolcoff, filed in the archives of the government.

May 14th, 1842.

MANUEL JIMENO.

(NOTE.)—(In the original English.)

Received the foregoing from Jose Bolcoff, on the 3d day of June, A. D. 1851, at half past nine o'clock, a. m., and by request of said Bolcoff, it was recorded.

STATE OF CALIFORNIA,
County of Santa Cruz:

I, Peter Tracy, county clerk and ex-officio county recorder of said county, do hereby certify that the foregoing is a true copy of the record of the original grant of Joseph Bolcoff, taken from the book of deeds, vol. 1, pages 174, 175, 176, 177, and of the map, page 178, of the records of my office.

Witness my hand and seal of office, the 20th day of April, A. D. 1852.

(Signed) PETER TRACY.

592 Endorsed: No. 207. J. L. Majors, Rancho del Refugio. Translation of grant. D. Approval and possession. Filed in office, April 30th, 1852. Geo. Fisher, sect. Recorded in ex. B. vol. 17. E. and B. and G., p. 277. Geo. Fisher, sec'y.

OFFICE OF THE SURVEYOR GENERAL OF THE
UNITED STATES FOR CALIFORNIA.

I, L. Upon, Surveyor General of the United States for the State of California, and as such, having in my office, and in my
593 charge and custody, the papers of the late board of commissioners to ascertain and settle the private land claims in California, by virtue of the power vested in me by law, do hereby cer-

tify, that 12 preceding, and hereunto annexed pages, numbered from one to 12 inclusive, exhibit a true, full, and correct copy of the translation of grant, approval and possession, marked "D," in the case of the Rancho del Refugio, No. 207, together with the endorsements thereon, as appears on file in my office.

In testimony whereof, I have hereunto signed my name officially, and caused my seal of office to be affixed, at the city of San Francisco, this 8th day of August, 1866.

[SEAL.]

L. UPON,
U. S. Surveyor General for California.

Endorsed: Filed, Aug. 10, 1866. Geo. C. Gorham, clerk.

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Exhibit 5.

SAN FRANCISCO, *May 4th*, 1854.

UNITED STATES OF AMERICA,
State of California, ss:

This day personally came before Peter Lott, a commissioner for taking testimony to be used before the board of U. S. Land Commissioners in said State, Jose Bolcoff, a witness on behalf of the claimants in case no 214, on the docket of said board, wherein Francis and Juan Bolcoff are claimants; and said the witness, being duly sworn, on oath deposed, in the Spanish language, which was interpreted into English by the interpreter, to said board as follows, to wit:

The U. S. Law Agent is present.

Questions by the attorney for claimants.

1st question. What is your name, age, and present residence?

Answer. My name is Jose Bolcoff; my age 57 years; my residence in Santa Cruz county, California.

2d question. Look upon the document now shown you,
596 marked "B. P. L.," and filed in this case, and say whether or not the signature of Jose Bolcoff thereto is signature and genuine?

Answer. I have examined the paper, and this is my genuine signature, written by me at the time the deed bears date.

3d question. In explanation of the deposition of Juan B. Alvarado, heretofore filed in this case, state why it was that the grant for the land claimed in this case was made to you, and all the circumstances attending the same.

Answer. Candida, my wife, gave to me her right to the Rancho del Refugio, and she herself appeared before Governor Alvarado, and requested that the title to said rancho should be given to me. The title was then issued to me, Jose Bolcoff, and I immediately took possession of the rancho. Three days after the marriage of Maria de los Angelos de Castro, my wife sister, to Jose Majors, said Majors proposed to me and my wife that he would take my interest at

San Augustin for the part of del Refugio belonging to his wife,
597 which proposition was accepted, and the agreement immediately took effect, and said Majors moved to San Augustin. Jacinta, the other sister to my wife, relinquished unto my wife her part of the Rancho del Refugio, and that was the reason why the grant was made to me. I exchanged my right in the land of San Augustin with Majors for Maria's portion of del Refugio, and I sold him the house and fences on San Augustine.

4th question. Did Majors ever make any improvements on the Rancho del Refugio?

Answer. He never did.

5th question. To whom was juridical possession of del Refugio ever given, when was it given, and when was the record of it signed?

Answer. It was given to me in 1841 or 1842, and was not then signed because the judge who gave the possession was sick; but it was signed in the same year in which it was given, by all the persons who signed it.

6th question. What improvements did you make on the
598 Rancho del Refugio, and when?

Answer. In 1839 I built an adobe house, in which I have ever since lived with my family. The same year I set out 50 fruit trees. In 1840 I built another adobe house, one corral, built fences, and cultivated a portion of the lands. I had 600 head of cattle, 250 mares, 300 sheep, and 50 tame horses on the place.

JOSE BOLCOFF.

Subscribed and sworn to before me on this 4th day of May, A. D. 1854.

PETER LOTT,
Commissioner for taking testimony, &c.

Endorsed: No. 214. Francisco and Juan Bolcoff. Refugio. Deposition of Jose Bolcoff, taken before Com'r Peter Lott. Filed in office May 4th, 1864. Geo. Fisher, sec'y. Recorded in Ex. B. Vol. 4, p. 358. E. F. & G. Geo. Fisher, sec'y.

SAN FRANCISCO, *May 4th*, 1854.

599 UNITED STATES OF AMERICA,
State of California, ss:

This day personally came before Peter Lott, a commissioner for taking testimony to be used before the board of U. S. Land Commissioners in said State, Dona Candida Castro Bolcoff, a witness on behalf of the claimants in case No. 214, on the docket of said board, wherein Francisco & Juan Bolcoff are claimants; and the said witness being duly sworn, on oath deposed, in the Spanish language, which was interpreted into English by the interpreter, to said board as follows, to wit:

The U. S. Law Agent is present.

Questions by the attorney for claimants.

1st question. What is your name, age, and present residence?

Answer. My name is Candida Castro Bolcoff; my age 45 years; my residence Santa Cruz county, California.

2d question. At whose request did Governor Alvarado issue
600 the grant of the land called del Refugio to Jose Bolcoff?

Answer. I requested him to grant it to my husband, which was done.

3d question. Did or did not your sister Maria and Jacinta concur in this request?

Answer. They did agree to the request and the arrangement. They preferred San Augustin to del Refugio, and Maria agreed to the arrangement. It was a mutual agreement among all of us, the three sisters, Majors and myself.

Cross-examination.

By U. S. Law Agent:

1st question. Was this agreement and arrangement made before or after Maria was married to Majors?

Answer. It was three days after their marriage.

2nd question. Did you request Gov. Alvarao to grant to Bolcoff of your own accord?

Answer. I did of my own accord, and with the agreement and consent of my sisters.

her
CANDIDA × BOLCOFF.
mark.

Subscribed and sworn to before me on this 4th day of May,
601 A. D. 1854.

PETER LOTT,
Commissioner for taking testimony, &c.

Endorsed: No. 214. Francisco & Juan Bolcoff, Refugio. Deposition of Dona Candida Castro Bolcoff taken before Com'r Peter Lott, filed in office, May 4, 1854. Geo. Fisher, sec'y. Recorded in ev. B. vol. 4 p. 357. Ex. F. & G. Geo. Fisher, sec'y.

UNITED STATES OF AMERICA,
State of California, ss:

SAN FRANCISCO, *Oct. 21st*, 1854.

This day came before Peter Lott, commissioner for taking testimony to be used before the board of U. S. land commissioners in said State, Amadeo Bolcoff, a witness on behalf of the claimant, Francisco and Juan Bolcoff, in case No. 214, on the docket of said board, and said witness, being sworn, deposed in Spanish, and was
602 interpreted by the interpreter to said board, as follows:

The U. S. associate law agent is present.

Questions by J. J. Williams, esq., for claimant

1st question. What is your name, age, and residence?

Answer. My name is Amadeo Bolcoff; my age 28 years; my residence in Santa Cruz County, California.

2d question. Do you know the rancho called "Refugio;" if yea, state all you know of its boundaries.

Answer. I am acquainted with said rancho. The Sanjon grande is the boundary on the eastern side a portion of the way, then the boundary leaves the Sanjon and runs to a redwood tree with a dry dead top. The sea is on the south side. The north is bounded by a ridge of hills, and marked by said redwood tree on the east, and an oak tree marked with an axe, on the west. The western boundary runs from that marked oak tree in a line with the arrayo
603 de la Laguna de Palos, to a lake in which a wooden cross was put up to mark the boundary.

3d question. Were you present at the juridical measurement of this land? If yea, to whom was it given?

Answer. I was present when Rafael Castro gave the juridical possession to Jose Bolcoff, my father, in 1842.

4th question. Look at the map in the espediente filed in this case marked "A, P, L," exhibited in this deposition, and state the boundaries as designated and marked when he gave the said juridical survey and possession.

Answer. They commenced the measure here on the sea shore at a rock marked on this map "piedra," and ran along the sea coast westerly to the place marked here "+ Laguna" scant three leagues, thence along the Arrayo de Palas north two leagues and 500 varas to an oak tree on the ridge, the same oak tree I before spoke of, which is the northwest corner of this map. Thence along the top of the ridge, "Chia Sierra" to the point marked here "Palo
604 Seco," a dead topped redwood tree, and thence to the Sanjon road, and down said Sanjon to the place of beginning.

Cross-examined.

By the U. S. law associate agent:

1st question. When did you last see that dead topped tree?

Answer. About 3 weeks since.

2d question. What is the shape and size of said rancho?

Answer. It is nearly in a square form; scant three leagues in length, and two leagues and 500 varas wide.

AMADEO BOLCOFF.

Subscribed and sworn to before me on this 21st day of October, A. D. 1854.

PETER LOTT, *Com'r*, &c.

Endorsed: No. 214. Francisco & Juan Bolcoff, Refugio. Deposition of Amadeo Bolcoff, taken before Com'r Peter Lott, filed in office, Oct. 23d, 1854. Geo. Fisher, sec'y. Recorded in ev. B. vol. 5, p. 509. Ex. B & G. Geo. Fisher, sec'y.

605 FRANCISCO BOLCOFF & *al.*
vs.
THE UNITED STATES.

In this case, on hearing the proofs and allegations, it is adjudged by the commission that the claim of the said petitioners is valid, and it is therefore decreed that the same be confirmed.

The land of which confirmation is hereby made is known by the name of "Refugio," situated in Santa Cruz county, and is the same occupied for many years by Jose Bolcoff, and is bounded and described as follows, to wit: Commencing at the large gulch where are some buckeyes (veraveas) close to the beach opposite to a rock that is in the sea, and running thence in a westwardly direction along the coast three leagues to the creek of the Laguna de Palo; thence up said creek, and in a northerly direction two leagues and five hundred varas until arriving at the ridge opposite to Sayante, and to a tree marked with an axe as a land mark; thence along the ridge
606 opposite to the first gulch, two leagues and five hundred varas to a dry redwood tree, which serves as a land mark and in front of the rock of the beach before mentioned; and thence southerly and all along the gulch (Sanjon) to the place of beginning, being the same land described in a grant made to Jose Bolcoff by Governor Alvarado, and in the testimonial of judicial possession thereof given to said Bolcoff, and the map attached to the same, all of which are on file in this case, and to which reference is to be had for more particular description of the premises hereby confirmed.

ALPHEUS FELCH.
R. AUG. THOMPSON.
S. B. FARWELL,
Commissioners.

Endorsed: No. 214. Francisco & Juan Bolcoff, Refugio. Decree of confirmation filed in office, Jan. 30, 1855. Geo. Fisher, sec'y. Recorded in record of decisions, vol. 2, page 510. Geo. Fisher, sec'y.

607 OFFICE OF THE BOARD OF COMMISSIONERS, &c.

This day, before me, Com. Alpheus Felch, came Rafael Castro, a witness in behalf of claimants, Francisco & Juan Bolcoff, No. 214, who, after being sworn, deposed as follows:

Questions by Mr. Ord, attorney for the claimants.

1 question. What is your name, age, and place of residence?

Answer. My name is Rafael Castro; my age is fifty years, and I reside in Santa Cruz in California.

2d question. Look at the documents now here shown to you, purporting to be a grant and documents of possession of the place called "Refugio" marked "A," and annexed to the deposition of Juan B. Alvarado heretofore filed in this case, and state whether the signatures appearing on said document purporting to be the signatures

of Juan B. Alvarado, Manuel Jimeno, Jose Bolcoff, Rafael Castro, Juan Jose Feliz, and Roman Rodriques are the true and genuine signatures of those individuals, and whether you know their
608 hand-writing.

Answer. I have examined said document and the signatures of the above-named persons where they appear thereon, are the true and genuine signatures of those individuals respectively. I have seen each of them write, and am acquainted with their hand-writing. The signature of Rafael Castro thereto is my own signature, and I signed the paper in my capacity of magistrate of Santa Cruz at the time of giving the juridical possession of said land.

3d question. When was that rancho first occupied? When was the house built upon it, and by whom?

Answer. The house was built by Jose Bolcoff in the year 1839. The possession was given by me in 1842. Jose Bolcoff lived on the place in 1839 with his family, and cultivated part of the land in wheat, barley, corn, potatoes and other vegetables. He had also fruit trees on the place. He built the house in which he and his family lived in 1839. He has continued to live on the place, with his large
609 family to the present day.

4th question. Who were the members of his family in the year 1839?

Answer. I do not recollect any but his own children.

5th question. Are Francisco Bolcoff and Juan Bolcoff the children of said Jose Bolcoff.

Answer. They are; they live on said rancho.

RAFAEL CASTRO.

Mr. Greenhow, associate law agent, was present at taking of this deposition, but propounded no interrogatories.

Subscribed and sworn to before me October 25, 1853.

ALPHEUS FELCH, *Comm'r.*

Endorsed: Recorded in ev. B. vol. 3, p. 289. Ex. F. & G. Geo Fisher, sec'y.

To the hon'ble the board of commissioners for ascertaining and settling the land claims in California:

610 The petition of Francisco and Juan Bolcoff, of Santa Cruz county, California, respectfully represent that they are the owners of the land known by the name of Refugio, lying and being in the county of Santa Cruz, State of California, and bounded as follows: Beginning at the large gulch, (Sanjon grande,) where there are some buckeyes (berracas) close to the beach opposite to a rock that is in the sea; thence N.N. by the beach, three leagues to the creek of the Laguna de Palo; thence by this creek S.S. to N. & N., two leagues five hundred varas to the ridge opposite Sayant, where a tree was marked; thence along said ridge opposite to the first gulch (Sanjon grande) two leagues five hundred varas to a dry wood tree, and in front of the rock of the beach along the gulch, as will appear

by reference to the certified copy of the original map hereunto annexed.

The said tract being three leagues in length, by two leagues, five hundred varas in breadth.

611 Your petitioners claim the said land under a grant made to their father Jose Bolcoff, by Governor Alvarado, dated the 7th of April, 1841, and which was confirmed by the junta departmental, and a conveyance from said Jose Bolcoff to them of the date of October 8, 1851, hereunto annexed.

Your petitioners would request that their father, Jose Bolcoff, has been in the actual and undisturbed possession of the said tract of land since the year 1839, living upon the same with his family; and and your petitioners have been in the actual possession of the same since the date of said conveyance of Jose Bolcoff; and further, your petitioners would represent that the said Jose Bolcoff received juridical possession of the said rancho above described, on the 26th of July, 1842.

Your petitioners have learned lately that J. L. Majors, of Santa Cruz county, pretends to have some claim upon this Rancho of Refugio. Your petitioners present herewith the original title, the map, the approval, the juridical possession, with translations
612 of the same. Wherefore the petitioners ask that the said title may be deemed good and valid, and that a patent may issue with general relief.

P. ORD and J. H. WATSON,
Att'ys for Claimants.

Endorsed: Recorded in record of petitions 1, pages 78, 79. Geo. Fisher, Sec'y.

Third stamp. (Two reals.) Two reales [made.] Provisionally authorized by the maritime custom house for the port of Monterey, in the department of the Californias, for the years 1840 and 1841. Antonio Maria Osio, Juan B. Alvarado, constitutional Governor of the department of the Californias.

Whereas Don Jose Bolcoff, a naturalized Mexican, has solicited for his personal benefit, and that of his family, the land known by the name of Refugio, bounded by the Rancho of citizen Gil Sanchez and the mission of Santa Cruz, and having made the necessary investigations in relation thereto, according to the laws and regula-
613 tions, exercising the powers (faculties) conferred upon me in the name of the Mexican nation, I concede him the land mentioned, declaring him the owner by this act, subject to the following conditions:

1st. He may inclose it without prejudice to the pates, roads and servitudes; using it freely and exclusively for his purposes; but within a year he shall build a house and (occupy it) it shall be inhabited.

2d. He shall solicit the respective to give him juridical possession, in virtue of this decree, by whom the boundaries will be fixed, at

the limits of which he shall set, beside the land marks. (Besides he shall plant some fruit trees.)

3d. The land of which donation is made, is of the extent (which is) explained in the map which accompanies the espediente. The judge who gives possession will have it measured (it) according to (law) ordinance, so that the surplus may remain to the nation for convenient purposes.

4th. Should he violate these conditions, he shall lose his
614 right, and the land may be denounced by others. Wherefore I command that these (title) presents (shall) serving him as a title, and being hed as firm and valid (as valid holing the same firm, notice of which will be made,) be entered in the corresponding book and (this will) be delivered to the party interested for his (benefit,) security, and other ends.

Done et Monterey, on the 7th of April, one thousand eight hundred and forty-one.

(Signed) JUAN B. ALVARADO.
(Signed) MANL. JIMENO, *Sec'y.*

Note has been taken of this patent in the corresponding book at folio 8.

(Signed) JIMENO.

Third stamp. Two reals, [made.] Provisionally authorized by the maritime custom-house for the port of Monterey, in the department of the Californias for the years 1840 and 1841.

JIMENO,
ANTONIO MARIA OSIO.

615 Juan B. Alvarado, constitutional Governor of the Department of the Californias:

The most excellent departmental junta, in the session of the 22d of May, in the present year, 1841, approved the report of the committee on agriculture, who have examined the espediente in relation to the land called Refugio, granted in favor of Jose Bolcoff, the concluding article of which says we approve of the concession made by the superior governor of the department, on the date of April 8, 1839, of the land called Refugio, to Don Jose Bolcoff, and in consequence of the decree of the 13th of June last, as appears in the espediente referred to, the present will be given to the party interested for his security.

Monterey, 28 July, 1841.

(Signed) ALVARADO.
(Signed) MAN'L JIMENO, *Sec'y.*

(*Certificate appended to the map.*)

I, the undersigned, sec. of the government of the department of California, do certify that the map shown in the preceding page is a true copy of the original annexed to the espe-
616 diente of Don Jose Bolcoff, filed in the archives of the government.

Monterey, March 14, 1842.

(Signed,) MANUEL JIMENO.

To the constitutional Alcalde:

Jose Bolcoff, a resident of this place, presents himself before you and says that having obtained the proper grant of the land known by the name of Refugio, he requests that you will be pleased to give him juridical possession in conformity with the article 3d of the title to said land, granted to him last year, which is herewith annexed, in order that it may produce the desired effect, and therefore he requests that you will be pleased to put him in the posession (which) he asks for, (whereby) by which he will receive justice.

Santa Cruz, 22d July.

JOSE BOLCOFF.

SANTA CRUZ, 25 July, 1842.

In virtue of the foregoing petition, (let me) I, the justice of the peace, will proceed to the measurement, designation of
617 boundaries and juridical possession solicited by the party interested in this espediente, to which effect the 26th day of the present month is affixed. Thus I, said justice, did decree, command, and sign.

(Signed) RAFAEL CASTRO.

In the Rancho of Refugio, on the 26th of July of the present year, 1842, in compliance with the foregoing decree, (dated) appeared the assisting witnesses, and I appointed as measurers, citizens Roman Rodriquez and Suan Jose Feliz, who after accepting and taking oath (would) shall proceed to comply with their duty. Thus I, the justice, did decree, command, and sign with my assisting witnesses.

(Signed) RAFAEL CASTRO,
(Signed) Witness: JUAN JOSE FELIZ.
(Signed) Witness: ROMAN RODRIQUEZ.

On the same date, and on the said Rancho, the foregoing decree notified to the measures, who having understood it (says) said that they accept and did accept said appointment of measurers, and
618 swore to God, and by the sign of the cross to do their duty without deceit or fraud against any person, and signed with me.

(Signed) RAPHAEL CASTRO,
(Signed) Witness: JUAN JOSE FELIZ.
(Signed) Witness: ROMAN RODRIQUEZ.

Immedietely afterwards I, the said justice, ordered the cord to be brought, wherewith the lands are to be measured, and that the measurers should measure off fifty varas, and they sign with me.

(Signed) RAPHAEL CASTRO,
(Signed) Witness: JUAN JOSE FELIZ.
(Signed) Witness: ROMAN RODRIQUEZ.

Afterwards, in the presence of me, the said justice, and the said measurers they take a cord, and with a common Mexican vara rod,

holding it in their hands, they measured off fifty varas, in testimony whereof, I sign with my flourish.

(Signed) RAFAEL CASTRO,
(Signed) Witness: JUAN JOSE FELIZ.
(Signed) Witness: ROMAN RODRIQUEZ.

In the same rancho, and on the same date, it being about ten o'clock in the morning, I commanded the measurers ap-
619 pointed to place themselves in order to make the measurement of the land of citizen Jose Bolcoff. The measurement commenced at the large gulch, where there are some (buckeyes) veraneas (verracas) summer pasture grounds, close to the beach, opposite to a rock that is in the sea, stretching the cord, (N. N.) northwest until arriving at the creek of the Laguna de Palo, to where they measured three leagues; the creek being left as boundary, and as a land mark. Thence placing the cord from S. (S.) to (N. ×) N., they measured two leagues and five hundred varas, until arriving at the ridge opposite to Sayante, where, with an axe, a tree was marked as a land mark. Thence they measured all along the ridge opposite to the first gulch, the distance of two leagues and five hundred varas, to where there is a dry redwood tree, which serves as a land mark, and in front of the rock of the beach all along the gulch towards the N., and they measured according to the plat in the same man-
620 ner as the land was measured. The measurers declaring that there was one square league, (siteo de ganada major.)

I testimony whereof I sign with the measurers.

(Signed) RAFEAL CASTRO.
(Signed) Witness: JUAN JOSE FELIZ.
(Signed) Witness: ROMAN RODRIQUEZ.

In the before-mentioned rancho, and on the same date, citizen Jose Bolcoff, accompanied by the justice of the said place, and the assisting witnesses, said that in virtue of having the lands of this rancho measured to him, as appears by the foregoing acts, he took the true, corporal, and real possession of the said titio de ganada mayor, consisting of three leagues in length, and two leagues and five hundred varas in breadth. Since it belongs to him, as appears by the plat (placed in) appended to the title. The measurement has been made in conformity to the plat of grant made (granted) by the constitutional governor, and approved by the most excellent territorial assembly of this territory, upon the same date; and he walked
621 over it, pulled up grass, and leaves of trees, and threw stones towards the four winds, and performed other ceremonies and acts of possession, in sign, as he said, of taking and having taken possession of said land, and the beforementioned justice commanded that thenceforward he should be held and acknowledged as the true owner and possessor thereof. Of all that has been done in the premises said citizen Bolcoff requested that I, the said justice, should give him a testimony for the security of his rights in future, which I did, authenticated by the assisting witnesses, with whom I act (as

judge delegated) by delegate power according to law, for the want of a notary public, there being none, which I certify, (as required by law.) (I give testimony.)

RAFAEL CASTRO.

(Signed)
(Signed) Witness: JUAN JOSE FELIZ.
(Signed) Witness: ROMAN RODRIQUEZ.

STATE OF CALIFORNIA, *County of Santa Cruz:*

622 In the year of our Lord one thousand eight hundred and fifty-one, and on the 8th of October of the same year, I, the undersigned, certify having sold to my two sons, Francisco and Juan Bolcoff, all my property, to wit: the rancho, called Refugio, all my cattle, large and small, all my horses, the two houses, with all the things therein belonging to me, and also the house in the mission, with the furniture, for the sum of twenty thousand dollars. In witness whereof, and in presence of the witnesses, Juan Francisco, (Hebema) Lleboria and Don Ignacio Castro, who have signed this act with me, this eighth day of October, of the year above mentioned.

JUAN FRANCISCO LLEBARIO,

(Signed)
[SEAL.] (Signed) Witness: JOSE BOLCOFF.
(Signed) Witness: IGNACIO CASTRO.

(E. C. In the original, here follows the acknowledgement, R. P., before the county clerk of Santa Cruz Co., dated 22d Dec., 1851, in English.)

OFFICE OF THE BOARD OF LAND COMMISSIONERS FOR CALIFORNIA,
San Francisco, August 7, 1852.

623 On this day, before Harry J. Thornton, one of the commissioners for ascertaining and settling private land claims in California, came Juan Bautista Alvarado, a witness produced in behalf of the claimants, Francisco and Juan Bolcoff, being No. 214 on the docket of said commissioners, and after being duly sworn, testified as follows, his evidence being given in the Spanish language, and interpreted by George Fisher, secretary—

Questions by claimant's counsel.

Ques. 1. What is your name, age, and place of residence?

Answer. My name is Juan Bautista Alvarado; my age is forty-three years, and I reside at Contra Costa county, California.

Ques. 2nd. Were you governor of California? and during what time?

Answer. I was governor of California during the years from 1837 to 1842.

Question 3. Do you recollect granting a tract of land near the Mission Santa Cruz to Jose Bolcoff? and if so, please state all the circumstances in relation to said grant within your

624 knowledge?

Answer. I have granted a tract of land called "Refugio" to Ma. Candida, Ma. Jacinta, and Ma. de los Angelos Castro. Subsequently, at the instance of the above grantees, the same tract of land I have re-granted to Jose Bolcoff in consideration of the said Bolcoff having conveyed a tract of land called "San Augustin" to Ma. de los Angelos Castro, which land the said Bolcoff possessed from a time not within my recollection. The rancho of "San Augustin" is situated on the coast of Santa Cruz.

Question 4. Do you recollect whether or not the original title papers of the three sisters aforementioned were returned by them to the department before you granted the new title to the said land of "Refugio" to Jose Bolcoff?

Answer. I do not recollect whether they were returned or not.

Question 5. Do you recollect or not when you granted the rancho of "San Augustin" to Jose Majors, whether the original title to Bolcoff was given up to your office?

625 Answer. I do not recollect.

Question 6. Being shown document A, No. 214, filed in your office May 5, 1852, and paged from one to sixteen, inclusive, was asked if the documents from page three to page ten are the original documents which issued from his office while governor of California, at the time and date they respectively bear?

Answer. The documents above described, and paged from three to ten, are the original documents issued from my office while governor of California, at the time and date they bear, and were signed by me as such governor.

Question 7. Are you acquainted with the handwriting of Manuel Jimeno? Whose name is subscribed to the before-mentioned documents on page three to ten whenever they appear? and if so, are they his true signatures?

Answer. I am acquainted with the signatures of Manuel Jemino. I have examined them on the pages above mentioned, and find them to be his genuine signatures.

626 *Cross-questions by the law agent.*

Question 1. What authority had you to re-grant the land after you had once granted it to the sisters?

Answer. Because the parties agreed upon it, acting in good faith, and living in harmony as members of one family, and having been requested by Maria Candida and Jose Bolcoff, who had several interviews with me on the subject, and having understood their wishes, as requested, I ordered that a new title be issued in conformity to their request, though not made in writing in due form. The said Maria Candida Castro was the only party who appeared before me, when the application was made for the grant in favor of the three sisters Castro, also when the request was made to issue the title for the same land to Jose Bolcoff.

The other two, M'a Jacinta and M'a de las Angelos Castro, never appeared before me in person, in the matter relating to this grant, or the re-grant. I was induced, from what Maria Candida said,

627 to make the first grant, and I was also induced from what she and Bolcoff said, to make the re-grant.

The land is bounded by the ocean on the southern part. I am not certain that the plan was attached to the espediente at the time it was issued, but I think it was, because it is signed by Jimeno as secretary.

JUAN B. ALVARADO.

The law agent present and cross-examined.

Sworn to and subscribed before me this 7th August, 1852.

HARRY J. THORNTON, *Com'r.*

ESTADO DE CALIFORNIA,
Contado de Santa Cruz:

En el amo de nuestro Senor mil ocho cientus cinvuentu y
628 emo, 1851, y el el ocho de Octubre de Mismo amo; yu infra-escreto, certifico tralier vendido a mis dos hijos Francisco y Juan Bolcoff todas mis propriedads; a salier, el Rancho Almado el Refugio todo el Junado mayor y menor, toda la canallada, las dul Casas con todas sus enseres o alhajas que me pertencem, y que es hallum en el mentado rancho, iqualmente la casee que se hullu en sa mission con sus muebles, por la suma de Viente Mil pesos, y para que consto doy este en presentia de los testigos Juan Francisco Lleboria y de Dn. Ygnacio Castro las cuales firmaron conmigo en el dia ocho de Octubre y ano como arribo mentamos.

JOSE BOLCOFF.

[SEAL.]

Testigo: JUAN FRANCISCO LLEBARIA,
Testigo: YGNACIO CASTRO,

STATE OF CALIFORNIA,
County of Santa Cruz:

On this 22d day of December, A. D. 1851, before me, Peter Tracy, county clerk in and for said county, personally came Jose Bol-
629 coff, known to me to be the person described in, and who executed the foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and affixed my private seal, there being no official seal provided, the day and year last above written.

[SEAL.]

PETER TRACY.
County Clerk.

STATE OF CALIFORNIA,
County of Santa Cruz:

RECORDER'S OFFICE, *Dec.* 22, 1851.

I hereby certify that the foregoing is recorded in the Book of Deeds, vol. the first, pages 258 and 259 of the records of my office.

Witness my hand this 22d day of December, A. D. 1851.

PETER TRACY,
County Recorder of Santa Cruz County, California.

Endorsed: Jose Bolcoff to Juan Bolcoff and Francisco Bolcoff, Deed B., Book of Deeds, vol. 1st, pages 258 and 259. Filed for
630 record Dec'r 22, 1851, 4 o'clock p. m. Peter Tracy. No. 214. France and Juan Bolcoff, Refugio, B. P. D., annexed to deposition of Jose Bolcoff. Transfer. Filed in office May 5th, 1852. Geo. Fisher, sec'y. Recorded in Book of Record of F., vol. XVI, pages 263 and 264. Geo. Fisher, sec'y.

No. 214.

Francisco and Juan Bolcoff, claimants for Refugio.

It is stipulated and agreed that the land claim in this case is south of parallel 37 of north latitude.

THORNTON & WILLIAMS,
Att'y for Claimants.
By H. J. THORNTON.
J. H. McKUNE, *U. S. Law Agent.*

Endorsed as follows: No. 714. Francisco and Juan Bolcoff, Refugio. Stipulation filed in office March 5th, 1855. Geo. Fisher, sec'y. Recorded in journal vol. 4, p. 222. Geo. Fisher, sec. Thorn-
631 ton, Williams & Thornton, attorneys.

UNITED STATES OF AMERICA,
State of California, County of Santa Cruz:

Jose de la Cruz Rodriguez, of the county and State aforesaid, being duly sworn, deposes and says, that his name is Jose de la Cruz Rodriguez; that he is a resident of the county aforesasd, and 28 years old; and that he is a son of Ramon Rodriguez, who was assisting witness when Rafael Castro gave possession of the rancho of the Refugio, in the year of our Lord one thousand eight hundred and forty-two, to John Jose Bolcoff; and deponent further deposes and says, that his father was an illiterate man, and could not write his name, but that this deponent did, by order of his father, the said Roman Rodriguez, and in his presence did sign the name of his said father to the said act of possession, dated July 26, eighteen hundred and forty-two, and that to the of knowledge and belief, his said
632 father put his mark to the same; and deponent further says, that has always, and does now, sign his father's name in all business matters, he having acted for several years, and is now acting as the sole agent in all the affairs of his said father, Roman Rodriguez, who is well stricken in years.

And deponent further says, it always was customary in former times for a person who could not write to ask some friend or relative to sign for him.

The word "was" on this page, and a portion of a word erased on the end of the 20th line on first page, erased before signing.

JOSE DE LA CRUZ RODRIGUEZ.

Sworn to and subscribed before me 22 day of June, eighteen hundred and fifty-four, (A. D. 1854.)

Witness my hand and official seal the day and year last above written.

[SEAL.]

PETER TRACY,
County Clerk, Santa Cruz County, Cala.

633 Endorsed as follows: "It is hereby agreed that [that] the foregoing affidavit of Jose de la Cruz Rodeuqueiz may be filed in case No. 214, for the Rancho El Refugio, and be received in evidence in proof of the facts therein contained, as fully as if it were regular taken in the form of a deposition in this case, Lewis Blunding, asso. law agent.

Further endorsed: "No. 214, Francisco and Juan Bolcoff, Refugio. Affidavit filed in office Oct. 3d, 1854, Geo. Fisher, sec. Recorded in Ex. book, vol. 5, p. 412, Ex. B. & G. Geo. Fisher, sec.

Opinion of the board.

FRANCISCO BOLCOFF *et al*
vs.
THE UNITED STATES.

For the place called Refugio, in Santa Cruz county, containing six and three-fourths leagues of land.

In support of this claim the petitioner has given in evidence—

First. A grant of the land claimed issue to him by Governor
634 Juan B. Alvarado, under date of April 7, 1841.

Second. A certificate of the approval of the same by the departmental assembly on the 22 May, 1841.

Third. A copy of the map attached to the espediente, certified by Manuel Jimeno, secretary of the government.

Fourth. A testimonial of juridical possession given to said grantee by the constitutional alcalde on the 26, July, 1842, in which the boundaries of the land measured are specified.

Fifth. A conveyance of said premises made by said grantee to his two sons Francisco and Juan Bolcoff the present claimants, on the eighth day of October, 1851.

By the deposition of Rafael Castro and of said Jose Bolcoff, it is shown that before the grant was made, the latter had built two adobe houses and a corral on the premises and cultivated and enclosed a portion of the land; that he moved onto the place in 1839, with his family, and had continued to make it his residence ever since.

635 This proof seems sufficient to establish the claimants right to a decree of confirmation.

An adverse claim to the land demanded by the petitioner is set up in case No. 207. That case has already been considered and decided adversely to the petitioner, and it is not necessary here to advert to it. The proof in this case tends to show that whatever claims might have existed under the action of the government in behalf of the claimants in that case, they were relinquished by the consent of all the parties interested, and the grant relied upon this case, issued with the approval of all. Confirmed.

637 *Sello Tercero dos reales.*

Habilitado provicionalmente par la aduana maritima del puerto de Monterey, en el deparatmente de las Californias, para los anos de mil ochocientos cuarenta y mil ochocientos cuarenta y uno.

ANTONIO MARIA OSIO.

XIMENO.

Juan B. Alvarado, Gobernador Constitucional del departam'to, de las Californias.

Por cuanto D'n Jose Bolcoff. Mejicano por naturalizacion ha pretendido para su beneficio personal y el de su familia el terreno conocido con el nombre, del Refugio colindantes con el rancho del C. Gil Sanchez y la Mission de S'ta Cruz; practicadas previam' te las diligencias y averignaciones concernientes segun la dispuesto por leyes y reglamentos; usando de las faciltades que me son conferidas a nombre de la Nacion Mejicana he benido en consederhe el terreno mencionado dexlarandole la propiedad de el por las presentes letras, sugetandoze a las condiciones siguientes:

1a. Podra sercarlo sin perjudicar los travecias, caminos y servedumbres lo disfrutara libre y esclucivamente destinandolo al ruo e cultiva que mas le acomode pero dentro de un ano fabricara casa y estara habitade.

638 2a. Solicitara del juez respectivo que le de la prosecion jurıdica en virtud de este despactu por el cual se demarcaran los linderos en cuyas limites pordra amas de los morjoneros algunos arboles frutales.

3a. El terreno de que se hace donacion es de la estencion que explica el diceno que come en el espediente, el juez que diere la posecion lo hara medir conforme a la nacion para los usos convenientes.

4a. Si contraviniere a estas condiciones perdera suo derecho al terreno y sera denunciablo por otro. En concecuencia mande que sirvendolo de titulo el presente y teniendose por firme y raledero se tome razon de el en el libro a que corresponde y demas finis. Dado en Monterey a siete de abril de mel ochocientos cuarenta y uno.

JUAN B. AVARADO.

MAN'L. JIMENO, *Srto.*

QUE.

639 *Sello Tercero dos reales.*

Habilitado provicionalmente por la aduana maratima del puerto de Monterey, en el departamento de las Californias, para los anos de mil ochocientos cuarenta y mil ochientos cuarenta y uno.

ANTONIO MARIA OSIO.

XIMENO.

Da tomanda razon de este despacho en el libro respectivo a. a. S.

JIMENO.

640

641 *Sello Tercero dos reales.*

Habilitado provicionalmente por la Aduana Maratima del puerto de Monterey, en el departamento de las Californias, para los anos de mil ochocientos cuarenta y mil ochocientos cuarenta y uno.

ANTONIO MARIA OSIO.

XIMENO.

Juan B. Alvarado, Gobernador constitucional del departam'to de las Californias.

La ex'ma junta departmental en a'cuerdo del dia 22 de Mayo del presente ano de 1861, aprobe el dictamen de la comision de agricultura q. cenocio en el espediente instrindo sobre el terreno titulalo Refugio adjudicado a la parte de D'n Jose Bolcoff cuyo articulo con que concluge dice ase.

Se aprueba la consecion copa p'r el superior gobn'o departmental con tha y de Abrile de 1839, del terreno llamando el Refugio en la persona de D'n Jose Bolcoff.

Y en consecuencia del decreto de B. de Junio ultimo, constante en el espediente referido, si libra el precerte al interesado para su resguardo.

Monterey, 22o de Julio, de 1841.

ALVARADO.

MAN'LE JIMEON, *Srio.*

642

643 Que suscribe secretario del gobierno del departamento de California certifica. Lue el disene que se demerestra en la planilla anterior es igual al original que estra agregado al espediente de D. Jose Bolcoff y cuiste en al archivo del gob'nio Monterey, May catorse de mil ochocientos cuarenta dos.

MAN'L JIMENO.

644

645 *Sr. Alcalde Constitucional.*

Jose Bolcoff de este reundad ante V. se presenta ydese, que hariendose obtino de la consecion, propia del terreno conosus cemal nombre de Refugio occuro ante qr. pa. que se sierba de jude la posesion juridica conforme esta prevenido en el art° 3° del titulo de dho terreno que solo espedie del pino pa. pa. que debe Jam'to a compano pa. quando obre los ejcetos de ciados por Fanto.

A. V. suplice se sierba se siebra ponda en posecu'n que solicito en loque Beabena Justo cia Sta Crus, 22 Julio, de 1842.

JOSE BOLCOFF, *M.*

(Here follows map marked page 645.)

Sta Cruz, 25 de julio, de 1842. En vistua de antecedente solicitad pronde por mi el quen a la medicion seir aloden'te de cudad ypocion judicial que solicitu el entire sado en este espedente senatando para efectorco r'a el dia 26 del presente anes ari yo dur juez to decreto manolez. En el Ranche del Refugio, 26 del Julio, de 1842, presente ano, encumptirnenlo, del ante deftia concumron las pandad

jestigas de ast'a nombre prox medilory alas C. C. Ramon
646 Rodrig'z y Juan Jose Feliz, aquien prebia lo replacion y pecanto proceder on al deve unpeno dela encarges ase yo el juez lo decrete mandes y firme con las dem ass'a.

JUAN JOSE FELIZ.

RAFAEL CASTRO, *testigo.*
RAMON RODRIGUEZ, *testigo.*

Enta a ptia en el rancho espresue du le notifice de ante que antesede alas C. C. Medidones yntendiedos dejeron que asempan yse aseptation due en cargo demediros, y juraran a dias y conel senol decruz, de usando sui oilo grande contra persona alquna y permeran confuigo.

JUAN JOSE FELIZ.

RAFAEL CASTRO, *testigo.*
RAMON RODRIGUEZ, *testigo.*

647 Y continente yo el Referedo Juez mande traer el curdel conque se ha demedir las termas y que las medidonez lo medan ar cicuenta vuay y tofe man can mijo.

JUAN JOSE FELIZ.

RAFAEL CASTRO, *testigo.*
RAMON RODRIGUEZ, *tes.*

Tes.

En seguida emprecimeia demi el enpresa do juez ylas dios vara olmedir me Mexico no simendola en manas mediron circuenta varey para pacer to referedo medicion y para cuntancai to Robrique.

JTAN JOSE FELIZ.

RAFAEL CASTRO, *testigo.*
ROMAN RODRIGUEZ, *t.*

En el merino Rancho yenla refunda tha siendo como las dies de manana yo el presente juez mande alas mededores nombra dos sepongare paralay medidas de tarreno que padesir del cond'ne Jose Bolcoff,
se come uso lamedida desde sanjoir grande endonde estan unus
648 veraros junta la pluja cuprente ma pedra que esta en mar teruendo el condel, W. N. pa esta lle llegar aroyo de la la gona depale, endonde se medio tres leguas, endonde quedo el aroyo por lindero ypor Mo Jonena desde lonego se para el cordel de S. S. a N. N.&c., medio dos legua y diunentas vas a esta lle jar la enchista de perte do sayante en donde se juise un arbole senale p'r majo mera se corto conacha desde—ha se se tomo talema por toda la cucli na endonde esta depento deprimer sanjon setomo ramedida, en donde se medio dou requa quinentos vay en donde esta un palo colorado seio quez de pr. majonera y pente or la pedra de plara to do sanjon para N, y se medio conforme esta desino enta morma forma que semedio el fenreno decbarando alas duos medidores haver sitio ganade mayor y para constand to prime con las medidores.

JUAN JOSE FELIZ.

RAFAEL CASTRO, *testigo.*
RAMON C. RODRIGUEZ, *testigo.*

649 En Referedo Rancho y en uftia, ciud'no vecino Jose Bolcoff acompanado al juez de ano lugor y testigos deass'e, Dijo ciud'no Bolcoff en virtud de havenle medido las veras vieste Rancho Segun constan en los delig'as anteriores tomara laver dadena corporal y Real posicion de el Espresado sitio de gana do major per tres leguas delarge, y por dos leguas y quinly vatrez de ache, pues le pertenere como consta en el decino puesto en el titulo, si ha medido conforme esta el decino, consedede p'r el S'r Gobernador constitucional y aprovado p'r la Erma Asablea de este territorio enlamisina tha corriente Entre y pacio per ella aranco yerfas y hojas de erboles y terno piedras alas enatro partas deviento he hiso otras.

Yeremonias yacho deporsuon, ensenal delo que, dijo tomar y tomara dellin &c. un ymando el selado juez que desde en tomes to taberun y reconoveran pon el ven dudero senal y pociader arello de todo Referido judio d'no Caud'no Bolcoff, que memo ma
650 y conserbacion'l dele venedero desus de rechas, por me repide quez le juen en rechas por mi repido juez le juer en tende una constancia delo que hace fue autoridad con testigos asistenda conquierez a entera en respetorio, al palta, al pata delereliano pueblico que no lo hai segun derecho duy fee.

JUAN JOSE FELIZ.

RAFAEL CASTRO, *testigo*.
RAMON RODRIGUEZ, *testigo*.

Filed June 3d, 1851, at 9½ o'clock a. m.

PETER TRACY, *Recorder*.

Recorded in Book A, of the records of recorder's office, of the county of Santa Cruz and State of California, on pages 174, 175, 176, 177 & 178, on the 7th day of June, A. D. 1851.

Witness my hand and private seal,

[L. S.] PETER TRACY, *Recorder*.

651 OFFICE OF THE SURVEYOR GENERAL
OF THE UNITED STATES FOR CALIFORNIA.

I, J. W. Mandeville, Surveyor General of the United States for the State of California, and as such having in my office and in my charge and custody the papers of the late board of commissioners to ascertain and settle the private land claims in California, by virtue of the power vested in me by law, do hereby certify that the 47 preceding and hereunto-annexed pages, numbered from 65 to 111 inclusive, exhibit a true, full, and correct copy of all the documents, together with the endorsements thereon, that appears on file in case No. 214, on the docket of said board of commissioners, the above number "65" being interlined before signature and seal.

In testimony whereof I have hereunto signed my name officially,

and caused my seal of office to be affixed, at th
652 Francisco, this 18th day of November, 1859.
[SEAL.] J. W. MANDE'
U. S. Surveyor General fo

Examined and found correct.

R. C. HOPKINS,
Keeper of Archives.

653 Endorsed: No. 214. Filed in office, May 5th, 1852. Geo. Fisher, sec'y.

655 *Exhibit* 6.

Translation of transfer by Jose Bolcoff to Jose Majors of the Rancho of San Augustin.

"I concede of my property, with the consent of the senor prefect, of the first district, Don Jose Castro, and deliver this title to Jose Majors, for his security. The place belongs to said gentleman.

"In witness whereof, I sign this in Santa Cruz, on the 14th of January, 1839.

"JOSE BOLCOFF."

The foregoing is a correct translation of the original as found in expediente No. 233, as the same is on file in the archives.

R. C. HOPKINS
Keeper of Archives U. S. Sur. Genl's Office.

Endorsed: Filed Aug. 10, '66. Geo. C. Gorham, cl'k.

656

657 *Exhibit* 7.—*Copy of deed—Dona Maria Jacinto Castro to Amadeo Bolcoff.*

This indenture, made and executed this 28th day of February, 1859, between Dona Maria Jacinta Castro, the daughter of Joaquin Castro, now deceased, who resided and died near the town of Santa Cruz, in California, of the first part, she being now a resident of the town of Benicia and county of Solano, and Amadeo Bolcoff, of the second part, of the county of Santa Cruz, both of the State of California, witnesseth: That for the sum of one hundred dollars, paid by the party of the second part, the receipt whereof is hereby acknowledged, the said party of the first part grants, bargains, and sells, and by these presents doth convey to the party of the second part, his heirs and assigns, all her right, title, and interest, either in law or equity, which she has, or in any manner has now, or may have had, to a certain piece or parcel of land lying along the coast of the Bay of Monterey and the sea, to the west and north of the town of
658 Santa Cruz, in the said county of Santa Cruz, which was granted to me and my two sisters on or about the year 1839; and for a more particular description is also made to the said grant,

649 En Referedo Rancho y en uftia, ciud'no vecino Jose Bolcoff acompanado al juez de ano lugor y testigos deass'e, Dijo ciud'no Bolcoff en virtud de havenle medido las veras vieste Rancho Segun constan en los delig'as anteriores tomara laver dadena corporal y Real posicion de el Espresado sitio de gana do major per tres leguas delarge, y por dos leguas y quinly vatrez de ache, pues le pertenere como consta en el decino puesto en el titulo, si ha medido conforme esta el decino, consedede p'r el S'r Gobernador constitucional y aprovado p'r la Erma Asablea de este territorio enlamisina tha corriente Entre y pacio per ella aranco yerfas y hojas de erboles y terno piedras alas enatro partas deviento he hiso otras.

Yeremonias yacho deporsuon, ensenal delo que, dijo tomar y tomara dellin &c. un ymando el selado juez que desde en tomes to taberun y reconoveran pon el ven dudero senal y pociader arello de todo Referido judio d'no Caud'no Bolcoff, que memo ma
650 y conserbacion'l dele venedero desus de rechas, por me repide quez le juen en rechas por mi repido juez le juer en tende una constancia delo que hace fue autoridad con te-tigos asistenda conquierez a entera en respetorio, al palta, al pata delereliano ꝑueblico que no lo hai segun derecho duy fee.

JUAN JOSE FELIZ.

RAFAEL CASTRO, *testigo*.
RAMON RODRIGUEZ, *testigo*.

Filed June 3d, 1851, at 9½ o'clock a. m.

PETER TRACY, *Recorder*.

Recorded in Book A, of the records of recorder's office, of the county of Santa Cruz and State of California, on pages 174, 175, 176, 177 & 178, on the 7th day of June, A. D. 1851.

Witness my hand and private seal,

[L. S.] PETER TRACY, *Recorder*.

651 OFFICE OF THE SURVEYOR GENERAL
OF THE UNITED STATES FOR CALIFORNIA.

I, J. W. Mandeville, Surveyor General of the United States for the State of California, and as such having in my office and in my charge and custody the papers of the late board of commissioners to ascertain and settle the private land claims in California, by virtue of the power vested in me by law, do hereby certify that the 47 preceding and hereunto-annexed pages, numbered from 65 to 111 inclusive, exhibit a true, full, and correct copy of all the documents, together with the endorsements thereon, that appears on file in case No. 214, on the docket of said board of commissioners, the above number "65" being interlined before signature and seal.

In testimony whereof I have hereunto signed my name officially,

and caused my seal of office to be affixed, at the city of San
652 Francisco, this 18th day of November, 1859.
[SEAL.] J. W. MANDEVILLE,
U. S. Surveyor General for California.

Examined and found correct.

R. C. HOPKINS,
Keeper of Archives.

653 Endorsed: No. 214. Filed in office, May 5th, 1852. Geo. Fisher, sec'y.

655 *Exhibit* 6.

Translation of transfer by Jose Bolcoff to Jose Majors of the Rancho of San Augustin.

"I concede of my property, with the consent of the senor prefect, of the first district, Don Jose Castro, and deliver this title to Jose Majors, for his security. The place belongs to said gentleman.

"In witness whereof, I sign this in Santa Cruz, on the 14th of January, 1839.

"JOSE BOLCOFF."

The foregoing is a correct translation of the original as found in expediente No. 233, as the same is on file in the archives.

R. C. HOPKINS
Keeper of Archives U. S. Sur. Genl's Office.

Endorsed: Filed Aug. 10, '66. Geo. C. Gorham, cl'k.

656

657 *Exhibit* 7.—*Copy of deed—Dona Maria Jacinto Castro to Amadeo Bolcoff.*

This indenture, made and executed this 28th day of February, 1859, between Dona Maria Jacinta Castro, the daughter of Joaquin Castro, now deceased, who resided and died near the town of Santa Cruz, in California, of the first part, she being now a resident of the town of Benicia and county of Solano, and Amadeo Bolcoff, of the second part, of the county of Santa Cruz, both of the State of California, witnesseth: That for the sum of one hundred dollars, paid by the party of the second part, the receipt whereof is hereby acknowledged, the said party of the first part grants, bargains, and sells, and by these presents doth convey to the party of the second part, his heirs and assigns, all her right, title, and interest, either in law or equity, which she has, or in any manner has now, or may have had, to a certain piece or parcel of land lying along the coast of the Bay of Monterey and the sea, to the west and north of the town of
658 Santa Cruz, in the said county of Santa Cruz, which was granted to me and my two sisters on or about the year 1839; and for a more particular description is also made to the said grant,

and the diseno thereto attached, which said tract of land was usually called and known by the name of Refugio, and which said tract of land lies near to and to the west and north of the said town of Santa Cruz, adjoining on the lands of the said town, with all its appurtenances thereto belonging; to have and to hold the said land, so sold and conveyed to the said party of the second part, his heirs and assigns, forever, free from the claim of thesaid party of the first part and her heirs forever.

Witness my hand and seal the day and year above mentioned.

[L. S.] Test: MARIA JACINTA her + mark. CASTRO.

Signed, sealed in presence of—
C. N. HAYDEN.
MOTHER MARY GOEMARE.

STATE OF CALIFORNIA, *County of Solano, ss:*

659 On this first day of March, A. D. one thousand eight hundred and fifty-nine, before me, C. W. Hayden, a notary public in and for said county, personally appeared Dona Maria Jacinta Castro, to me personally known to be the individual described in and who executed the annexed instrument, and acknowledged to me that she executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

[L. S.] C. W. HAYDEN, *Notary Public.*

Recorded in volume 4 of deeds, page 440, of records of Santa Cruz county, this 7th day of July, A. D. 1859.

J. F. I. BENNETT, *Co. Recorder.*

Endorsed: Filed Aug. 10, '66. Geo. C. Gorham, clerk.

660
661 *Exhibit* 8.

This indenture made and executed this 2d day of March, 1859, between Amadeo Bolcoff, of the county of Santa Cruz, of the first part, and Ferdinand Vassault, of the county of San Francisco, of the second part, both of the State of California, witnesseth: That for and in consideration of the sum of five hundred dollars in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, the said party of the first part hereby grants, bargains, and sells, and by this deed conveys to the said party of the second part, his heirs and assigns forever, all his right, title, interest, possession, and right of possession, both in law and equity, to all that certain tract of land lying and being in the county of Santa Cruz, and which lies on the Bay of Monterey and sea near to, and to the west and north of, the town of Santa Cruz, in the said county,
662 which tract of land is usually known and called the Refugio,

with all its rights, privileges and appurtenances thereto belonging; to have and to hold the same to the said party of the second part, his heirs and assigns forever, free from the claim or claims of the said party of the first part and his heirs forever.

Witness my hand and seal the day and year first above written.

[L. S.] AMADIO BOLCOFF.

Test: THOS. BODLEY.

STATE OF CALIFORNIA,
County of Santa Clara, ss:

On this third day of March, A. D. one thousand eight hundred and fifty-nine, before me, Thos. Bodley, a notary public in and for said county, residing therein, duly commissioned and sworn, personally appeared the within named Amadio Bolcoff, whose name is subscribed to the annexed instrument as a party thereto, per-
663 sonally known to me to be the individual described in, and who executed the said annexed instrument, and subscribed his name thereto, and who duly acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official seal, at my office, in the said county of Santa Clara, the day and year last above written.

[SEAL.] THOS. BODLEY,
Notary Public.

Endorsed: Recorded in volume 4 of deeds, page 409 of records of Santa Cruz county, this 7th day of July, A. D. 1859. J. F. T. Bennett, county recorder.

664

665 *Exhibit 9.—Copy of deed Jose Bolcoff and M. Candida, his wife, and Amedio Bolcoff to Ferdinand Vassault.*

This indenture made and entered into this 21st day of February, 1859, between Jose Bolcoff and Maria Candida Bolcoff, his wife, and Amedeo Bolcoff, of the first part, of the county of Santa Cruz, and Ferdinand Vassault, of the second part, of the county of San Francisco, all the State of California witnesseth: That for and in consideration of five hundred dollars in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, the said parties of the first part, grant, bargain and sell, and by these presents convey to the said party of the second part, his heirs and assigns forever, all their right, title, and interest, either in law or in equity, which the parties of the first part or them has or holds in and to that tract or parcel of land lying in the county of Santa Cruz and near the town of that name, being the same tract of land wherein the said parties of the first part for many years resided, and from which they lately removed, generally known and usually called by

666 the name of El Refugio, with all it appurtenances thereto belonging; and the said parties of the first part for themselves and their heirs, and for the consideration aforesaid, sell, transfer, assign and set over to the said party of the second part, his heirs and assigns, and hereby give power to sue for and collect all damages, rents, and profits to which they may in law or equity be entitled to recover against any one, for the use and occupation of any one, or abuse or damage done to and of the said tract of land, or any part thereof which may now be due us or could be recovered by us for the same, the same in all respects as if we sued for the same ourselves and also power to compromise and receipt for the same in our name for his own use, the same as we could do; to have and to hold the same to the said party of the second part, his heirs and assigns, free from the parties of the first part, their heirs and assigns.

Witness our hands and seals the day and year first above written.

[SEAL.] JOSE BOLCOFF.

[SEAL.] MARIA C. her + mark. BOLCOFF.

[SEAL.] AMADEO BOLCOFF.

Witness: Note in 3rd line 1st page, the name "Maria" interlined and noted before signatures.

EDWARD MARTIN.

667 STATE OF CALIFORNIA,
County of Santa Cruz, ss:

On this twenty-first day of February, A. D. one thousand eight hundred and fifty-nine, before me, Edward Martin, a notary public in and for said county, personally appeared Jose Bolcoff, and Maria C. Bolcoff, his wife, personally known to me to be the individuals described in and who executed the annexed instrument as parties thereto, and acknowledged to me that they executed the same freely and voluntarily, and for the uses and purposes therein mentioned; and the said Maria C. Bolcoff, wife of the said Jose Bolcoff, having been by me first made acquainted with the contents of said instrument, acknowledged to me on examination apart from and without the hearing of her husband, that she executed the same freely and voluntarily without fear or compulsion, or undue influence of her husband, and that she did not wish to retract the execution of the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

[SEAL.] EDWARD MARTIN, *Notary Public.*

668 STATE OF CALIFORNIA,
County of Santa Cruz, ss:

On this 21st day of February, A. D. 1859, before me, a notary public in and for the county aforesaid, personally appeared Amedeo Bolcoff, to me personally known to be the individual described in and

who executed the foregoing instrument of writing and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein mentioned.

Witness my hand and official seal the day and year first in this certificate above written.

[SEAL.] EDWARD MARTIN,
Not. Pub.

STATE OF CALIFORNIA,
County of Santa Cruz, ss:

This certifies that the within deed is recorded in vol. 4 of records of Santa Cruz county on pages 280 and 281, and that the same was recorded Feb. 26, 1859.

(Signed) J. F. J. BENNETT,
County Recorder.

Endorsed: Filed in D. Court, Nov. 25, '59. D. J. Haslam'
669 clerk, by E. L. Williams, deputy. Filed for record, Feb'y 21st, A. D. 1859, at 2 o'clock, p. m. J. F. J. Bennett. Per R. H. Sinton, county recorder.

Endorsed: Filed Aug. 10, '66. Geo. C. Gorham, clerk.

670
671 *Exhibit* 10.—*Copy of deed. J. L. Majors and wife to F. Vassault.*

This indenture, made and executed this the 20th day of June, A. D. 1859, between J. L. Majors and his wife, Maria de los Angeles Majors, of the first part, of the county of Santa Cruz, and Ferdinand Vassault, of the second part, of the county of San Francisco, and both of the State of California, witnesseth—

That for the sum of five thousand dollars in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, the party of the first part bargains, sells, and hereby conveys to the said party of the second part, from their heirs and assigns forever, all their right, title, and interest, which they in any manner has or holds, or can dispose of, either in law or equity, to a certain tract or parcel of land, lying and being in the Bay of Monterey and in the county of Santa Cruz, known by the name of El Refugio Ranch, bounded as follows: commencing at the lands of the missions, running up to the Bay of Monterey to the Sanchez ranch; thence up a certain
672 creek to the summit; thence in a parallel line to a redwood tree standing on the summit, known as the corner tree; thence back to the Bay of Monterey to a hole in the rock on the Bay of Monterey. The party of the second part is to have and to hold for themselves and their assigns forever, free from the claims of the party of the first part and their heirs.

Witness our hands and seals the day and year above written.

[L. S.] J. L. MAJORS.

[L. S.] MARIA DE LOS ANGELES her × mark MAJORS.

Witness—
JOHN GARBER.

STATE OF CALIFORNIA, *County of Santa Cruz, ss:*

On this twentieth day of June, A. D. 1859, before me, John Garber, a notary public in and for said county, duly commissioned and sworn, personally appeared Joseph L. Majors, personally known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned; and on the said twentieth day of June, A. D., personally ap-
673 peared before me Maria de los Angeles Majors, wife of said Joseph L. Majors, personally known to me to be the person whose name is subscribed to said instrument as a party thereto, who, upon being by me made acquainted with the contents of said instrument, acknowledged, upon examination apart from and without the hearing of her said husband, that she executed the same freely and voluntarily, and for the uses and purposes therein mentioned, without fear or compulsion, or undue influences of her husband, and that she does not wish to retract the execution of the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, at the said county of Santa Cruz, the day and year last above written.

[SEAL.] JOHN GARBER,
Notary Public.

Recorded in volume 4 of deeds, on pages 415 and 16 of records of Santa Cruz county, this the 8th day of July, A. D. 1859.

J. F. J. BENNETT,
Co. Recorder.

Endorsed: Filed Aug. 10, 1866. G. C. Gorham.

674

675 *Exhibit* 11.—*Deed. Vassault to Norton.*

This indenture, made the second day of May, in the year of our Lord one thousand eight hundred and sixty-four, between Ferdinand Vassault, of the city of San Francisco, State of Calfornia, party of the first part, and Charles E. Norton, of the State of Sinaloa, republic of Mexico, party of the second part, witnesseth: That the said part of the first, for and in consideration of the sum of five thousand dollars, lawful money of the United States of America, to him in hand paid by the said party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, released, conveyed, and confirmed, and by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm, unto the said party of the second part, and to his heirs and assigns forever, all that certain tract of land situated in the county of Santa
676 Cruz, State of California, and more particularly described as follows, viz: Commencing at the lands of the mission, running up the Bay of Monterey to the Sanchez ranch; thence up a certain

creek to the summit; thence in a parallel line to a redwood tree standing on the summit, and known as the "corner tree;" thence back to the bay of Monterey to a hole in the rock, on the Bay of Monterey, being known as the ranch "El Refugio," containing twelve thousand acres, more or less, and fully described in the United States patent for said ranch, dated February 4, 1860, together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof;

677 and also all the estate, right, title, interest, property, possession, claim, and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in, or to, the above described premises, and every part and parcel thereof, with the appurtenances, To have and to hold all and singular the above-mentioned and described premises, together with the appurtenances, unto the said party of the second part, his heirs and assigns forever.

And the said Ferdinand Vassault, for his heirs, executors, and administrators, does covenent, promise, and agree to and with the said part of the second part, heirs and assigns, that ha not made, done, committed, executed, or suffered any act or acts, thing or things whatsoever, whereby or by means whereof the above-mentioned and described premises, or any part or parcel thereof, now are, or at any time hereafter shall or may be, impeached, charged, or incumbered in any manner or way whatsoever.

678 In witness whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

[L. S.] FERDINAND VASSAULT.

[$5 U. S. revenue stamp.]

Signed, sealed, and delivered in the presence of—
WM. C. PARKER.

STATE OF CAROLINA,
City and County of San Francisco, ss:

On this thirty-first day of December, A. D. one thousand eight hundred and sixty-four, before me, W. E. Parker, a notary public in and for said city and county, personally appeard Ferdinand Vassault, to me personally known to be the individual described in and who executed the annexed instrument, and acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

[SEAL.] W. C. PARKER,
Notary Public.

679 Endorsed: Recorded at request of J. H. Skirm, March 1st, A. D. 1864, at 30 min. past 11, a. m., in vol. 8, page 198 of deeds. D. S. Harlam, recorder. By James O'Wanzer, dep'ty.

680

In the Circuit Court of the United States, tenth circuit, for the State of California.

681 *Exhibit* 12.—*Stipulation.*

CHARLES E. NORTON, complainant,
vs.
JOSE BOLCOFF, MOSES A. MEADER, and others, defendants.
} In equity.

It is hereby stipulated and agreed by and between Harmon and Whitney, solicitors for complainant, and R. F. Peckham, solicitor for the defendant, Maria Ade Cadiz, sued as Ma. Ade Cadiz, as follows:

First. The rule entered on the 12th day of May, A. D. 1866, in the common rule book, that the default of said defendant, Maria Ade Cadiz, for the want of an appearance, plea, or answer, be entered, shall be set aside and held for naught, as against the said
682 Maria Ade Cadiz, and that a rule be so entered by the clerk in the common rule book.

Second. That without further appearance, plea or answer, on the part of the said Maria Ade Cadiz, the cause as to her shall abide the final result of the issue joined as between the complainant and the defendant, Moses A. Meader; and if upon the final termination of this cause, in whatever court it may be had, it be in favor of the said defendant, Meader, then complainant's bill shall be dismissed as to the said defendant, Maria Ade Cadiz; but if on such final termination a decree be entered or affirmed against the said defendant, Moses A. Meader, then the same kind of a decree shall, in all respects, be entered as against the said Maria A. de Cadiz, but without costs.

San Francisco, June 13th, A. D., 1866.

HARMON & WHITNEY,
Solicitor for Complainant.

R. F. PECKHAM,
Solicitors for Defendant, Maria Ade Cadiz.

Endorsed: Filed June 13, '66. G. C. Gorham, clerk.

683 *Exhibit* 13.—*A.*—*Deed.*—*Jose Bolcoff and Candida Bolcoff to M. A. Meader.*

This indenture made and concluded this 22d day of July, 1850, between Jose Bolcoff and Candida Bolcoff, his wife, of the county of Santa Cruz and State of California, of the first part, and Moses A. Meader, of the same place, of the second part, witnesseth that the said party of the first part, for and in consideration of the sum of two hundred dollars to them in hand paid, by the party of the second part, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, conveyed, and quit claimed, and by these presents doth grant, bargain, sell, convey, and for ever quit claim unto Moses A. Meader, his heirs, and assigns, all that tract or parcel of land described, as follows, viz: Beginning at an oak on said Bolcoff's

line at the southwest corner of Don Carlos's land, running south along the line between said Bolcoff's survey and the Pueblo lands, to the corner of Eli Moore's land; thence westerly to the top of the bluff; thence northwesterly along the top of the bluff opposite
684 to the beginning corner; thence easterly to the beginning.

The said party of the second part, his heirs and assigns, to have and to hold the above-described land for his use and behoof for ever.

In testimony whereof, we have hereunto set our hands and seals the day and year first above written.

JOSE BOLCOFF.

her
MA. CANDIDA × CASTRO
mark.

Witness:
C. P. STEVENSON.
FRAN'CO ALZINA.

STATE OF CALIFORNIA,
County of Santa Cruz:

On this the 22d day of July, A. D. 1850, personally appeared before me, C. P. Stevenson, recorder for the county of Santa Cruz and State of California, Jose Bolcoff, known to me to be the person described in and who executed the within conveyance, freely and voluntary and for the uses and purposes therein named.

In testimony whereof, I have hereunto set my hand and seal.

C. P. STEVENSON, *Recorder*.

685 STATE OF CALIFORNIA, *County of Santa Cruz*:

On this, the 22nd day of July, A. D. 1850, personally appeared before me, C. P. Stevenson, recorder for the county of Santa Cruz, and State of California, Candida Bolcoff, known to me as the wife of Jose Bolcoff, and who, being made duly acquainted with the contents of said conveyance, acknowledged, on private examination apart from her husband, that she executed the within conveyance freely and voluntarily, without compulsion or undue influence of her husband, and that she does not wish to retract the execution of same.

In testimony whereof, I have hereunto set my hand and seal.

C. P. STEVENSON, *Recorder*.

Recorded July the 29th, 1850, in Book A, page 20 and 27, among the county records for Santa Cruz county, State of California.

686

687 *Exhibit* 14.—*B.*—*Deed.*—*Jose Bolcoff et al. to M. A. Meader.*—*Bolcoffs to Meader.*

STATE OF CALIFORNIA, *County of Santa Cruz, ss:*

This indenture, made the 31st day of March, A. D. 1851, between Jose Bolcoff and Candida Bolcoff, the lawful wife of said Jose Bolcoff, of the county of Santa Cruz, and State of California, of the first part, and Moses A. Meader, of the county and aforesaid, of the second part, witnesseth: That the said party of the first part, for and in consideration of the sum of twelve hundred dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, on or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed, and confirmed, and by these presents does grant, bargain, sell, alien,
remise, release, convey, and confirm unto the said party of
688 the second part, and to his heirs and assigns, forever, all that certain piece or parcel of land lying and being in the county and State aforesaid, and properly described as follows:

Commencing at a stake and stone near the foot of the first bluff, being north of R. Vestal's house, and east of a small creek, being at the N.E. corner of E. Moore's land, and running thence south 87½ W. 42 6-10 chains to a stake and stone on the bank of a small creek or branch; thence N. 15 1-10 chains to a stake; thence 37½ W. 8 chains to a stake; thence N. 1¼ E. 8 chains; thence N. 3½ W. 5 chains to a stake; thence N. 17½ W. 21 8-10 chains to a stake; thence W. 1¼ W. 47 chains to a stake on the bank of the creek, near Moore & Bolcoff's mill; thence W. 5½ chains to the middle of said mill creek; thence W. 9¼ E. along said creek 90 chains to an oak tree on the [on the] bank or side of a branch of the aforesaid stream; thence N. 15½ E. 39½ chains to the east line of said Bolcoff's survey; thence S. 3½ E. 197 chains to the place of beginning, together with all and singular the tenements, hereditaments,
and appurtenances hereunto belonging, or in anywise apper-
689 taining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, property, possession, claim, and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in, or to the above-described premises, and every part and parcel thereof, with the appurtenances; to have and to hold all and singular the above-mentioned and described premises, together with the appurtenances, unto the said party of the second part, his heirs and assigns forever; and said party of the first part, for themselves, their heirs, executors, and administrators, does hereby covenant that they are in legal and peaceable possession of, and that they have a good right to sell and convey, the aforementioned premises, and by these presents does put said party of the second part in legal and peaceable possession of the same; and said parties of the first part further covenants with the party of the second part, that they, their heirs and assigns, will warrant and forever defend the title to

the aforementioned premises against all and every person or persons whomsoever lawfully claiming or to claim the same, shall and will warrant, and by these presents forever defend.

In witness whereof, we, the said party of the first part, 690 hereunto set our hands and seals the day and year first above written.

[SEAL.] MARIA CANDIDA + CASTRO Y BOLCOFF.
[SEAL.] JOSE BOLCOFF.

Signed, sealed, and delivered in presence of—
FRANCISCO ALZENO.
AMADEO BOLCOFF.
C. P. STEVENSON.

STATE OF CALIFORNIA, *County of Santa Cruz:*

On this, the 31st day of March, A. D. 1851, personally appeared before me, the undersigned, a recorder in and for said county, Jose Bolcoff, and Candida Bolcoff, wife of Jose Bolcoff, known to me to be the person described in and who signed the foregoing instrument; and Jose Bolcoff acknowledged that he executed the same freely and voluntarily for the uses and purposes therein mentioned; and Candida Bolcoff, after being made acquainted with the contents of the foregoing instrument, acknowledged, apart from and without the hearing of her husband, that she executed the same freely 691 and voluntarily, without fear or compulsion, or undue influence of her husband, and that she does not wish to retract the execution of the same.

In testimony whereof, I have hereunto set my hand and private seal, there being no official seal as yet provided.

[SEAL.] C. P. STEVENSON, *Recorder.*

STATE OF CALIFORNIA, *County of Santa Cruz, ss:*

On this 19th day of March, A. D. 1853, before me, B. C. Whitney, a notary public in and for said county, personally came Maria Candida Castro Y. Bolcoff and Jose A. Bolcoff, to me known to be the persons described in and who executed the within instrument, and who acknowledged, the said Jose for himself, and the said Maria, his wife, for herself, acknowledged, separate and apart from her husband, that they executed the same freely and voluntarily, and for the uses and purposes therein mentioned; and the said Maria Castro Bolcoff, wife of the said Jose, being examined by me without 692 the hearing of her husband, and being by me acquainted with the contents the instrument, acknowledged to me that she executed the said instrument without any restraint or compulsion, or undue influence on the part of her husband, and that she did not wish to retract the execution of the same.

Witness my hand and official seal the day and year last above stated.

[SEAL.] B. C. WHITNEY, *Notary Public.*

Filed for record by M. A. Meader, March 19th, A. D. 1853, at seven p. m.

STATE OF CALIFORNIA, *County of Santa Cruz, ss:*

I, F. F. Tidball, county recorder in and for the above-named county and State, do hereby certify the annexed to be a true, full, and correct copy of the original now on record in book of deeds, vol. 3, pages 74, 75, and 76.

In testimony whereof, I have hereunto set my hand and affixed the official seal this sixteenth day of August, A. D. 1860.

F. F. TIDBALL, *Recorder.*
By FRANK COOPER, *D. Recorder.*

Endorsed: Filed Aug. 21, 1866. G. C. Gorham, clerk.

693 *Exhibit* 15.—*Mortgage.—Jose Bolcoff and others to M. A. Meader.*

Know all men by these presents that we, Jose Bolcoff and Candida Bolcoff, his wife, and Amadeo Bolcoff, of the first part, of the county of Santa Cruz and State of California, and Moses A. Meader, of the same place, of the second part, witnesseth: That the said party of the first part, for and in consideration of the sum of four thousand six hundred dollars, to them in hand paid by Moses A. Meader, of the second part, the receipt whereof is hereby acknowledged, have this day and by these presents do hereby grant, bargain, sell, and convey unto the said party of the second part, his heirs or assigns, all that tract of land described as follows, viz: One league square of land, being the ranch, or part of the ranch, which said Bolcoff now lives on, including all the improvements thereon, and commencing at the corner between the said Jose Bolcoff's land and Eli Moore's land, being the southeast corner of said land on the Bay of Monterey,
running thence northerly along the line between Eli Moore's
694 land and said one league; thence westerly on a range with the coast one league; thence southerly parallel with the first line to the bank of the Bay of Monterey; thence easterly along the bank of the bay to the place of beginning, to have and to hold the same to the said Moses A. Meader, his heirs and assigns forever. And the said Jose Bolcoff, Candida Bolcoff, and Amadeo Bolcoff, each for themselves, their heirs, executors, and administrators, do covenant to and with the said Moses A. Meader, his heirs and assigns, that they are lawfully seized in fee of the aforementioned premises; that they are free from all incumbrances, and that they have good right to sell and convey; and that they will warrant and defend the same to the said Moses A. Meader, his heirs and assigns, against the lawful claims and demands of all persons claiming, or to claim, from, by, or under them, the said Jose Bolcoff, Candida Bolcoff, and Amadeo Balcoff, or either of them. Provided, always, and it is hereby agreed by and between the said parties to these presents, that if the said party hereunto of the first part, or either of them, or the executors, administrators, or assigns of them, or either of
them, do and shall well and truly pay, or cause to be paid,
695 unto the said party of the second part, his executors, admin-

istrators, or assigns, the sum of four thousand six hundred dollars, with interest at the rate of five per cent. per month, on or before the first day of August next ensuing, for which said party of the first part have executed their note bearing even date with these presents, then this indenture, and all things therein contained, shall be void and of no effect; otherwise to remain in full force.

In testimony whereof, we, the said party of the first part, have hereunto subscribed our respective names this 21st day of January, A.D. 1851.

[SEAL.] JOSE BOLCOFF.

[SEAL.] CANDIDA × BOLCOFF. (her mark.)

[SEAL.] AMADEO BOLCOFF.

In presence of—
J. L. MAJORS.
D. B. CLEMENTS.
JAMES HAY.

STATE OF CALIFORNIA, *County of Santa Cruz:*

On this the 21st day of January, A. D. 1851, personally appeared before me, the undersigned, a recorder in and for the said county, Jose Bolcoff, Candida Bolcoff, and Amadeo Bolcoff, known to
696 be the persons described in and who executed the foregoing instrument, and Jose Bolcoff and Amadeo Bolcoff acknowledged the foregoing instrument to be their free act and deed, done for the purposes therein mentioned, without fear or compulsion; and Candida Bolcoff, after being made acquainted with the contents of the foregoing instrument, acknowledged, apart from and without the hearing of her husband, that it was her free act and deed, done for the purposes therein mentioned, without fear or undue influence of her husband, and that she does not wish to retract the execution of the same.

In witness whereof I have herunto set my hand seal the day last above written.

[SEAL.] C. P. STEVENSON, *Recorder.*

STATE OF CALIFORNIA, *County of Santa Cruz:*

Mortgage dated Jan'y 21, 1851, from Jose Bolcoff, Candida Bolcoff, and Amadeo Bolcoff, to Moses A. Meader, I acknowledge to be satisfied in full. Recorded in book of deeds, vol. 1, pages 155-56, county recorder's record, said county.

697 Witness my hand and seal the 19th day of March, 1853.

[SEAL.] MOSES A. MEADER.

Witness:
PETER TRACY.

Recorded February 21st, A. D. 1851, in Book A, pages 155, 156, among the records for Santa Cruz county, State of California.

C. P. STEVENSON, *Recorder.*

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699 Third District Court.—County of Butte, *ss.*

Exhibit 16.—*Deposition of Pacificas Ord.*

FERDINAND VASSAULT
vs.
MOSES A. MEADER, *et al.*

STATE OF CALIFORNIA, *County of Santa Cruz*:

Pacificus Ord, being first duly sworn, deposes and says: That to the best of my knowledge and recollection, the conveyance, a certified copy of which is hereto annexed and marked "A," was written by myself, and signed and sealed by Jacinto Castro, the grantor, in my presence, and in the presence of W. S. Johnson, at Monterey, California, on the 4th day of October, A. D. 1852. I think it was sealed by putting on a wafer, and over that a small piece of paper, as was my custom in sealing deeds. I think I attached the seal myself for the grantor at the time. Further deponent saith not.

P. ORD.

700 Subscribed and sworn to before me this 7th day of November, A. D. 1859.

Witness my hand and the seal of the County Court, Butte county, Cal., affixed this the 7th day of November, A. D. 1859.

[SEAL.]

M. H. DAVICH,
County Clerk Butte County, Cal.

Jacinta Castro to Candida Castro.—Marked A.

This indenture, made the fourth day of October, 1852, between Jacinta Castro, of the county of Monterey, of the first part, and Candida Castro, wife of Jose Bolcoff, of Santa Cruz county, California, of the second part, witnesseth: That the said party of the first part, in consideration of the love and affection she bears to her sister, Candida Castro, party of the second part, doth by these presents give, grant, and convey all her right, title, and interest in and to the undivided third part of the Rancho of Refugio, lying and being in the county of Santa Cruz, State of California, and
701 bounded on the east by the San Jose Grande, near the Mission of Santa Cruz, on the south by the sea beach, on the west by the cerrogo of the Laguna de los Pablos, and on the north by the mountain tops, being three leagues from east to west, and to the north two leagues five hundred varas from north to south, with all the rights, privileges and appurtenances thereunto belonging, or in any wise appertaining.

To have and to hold the above-described premises, together with the appurtenances, unto the said party of the second part, his heirs and assigns, forever. In witness whereof, the said party of the first

part has hereunto set her hand and seal the day and year first above written. Sor Bo.

JACINTO CASTRO.

Sealed and delivered in the presence of—
PACEFICAS ORD.
W. S. JOHNSON.

On this 4th day of October, A. D. 1852, before me, recorder in and for said county, personally came Jacinta Castro, to me known to be the same person described in, and who executed, as gran-
702 tor thereof, executed the foregoing deed of donation, and she acknowledged to have executed the same freely and voluntarily, and for the uses and purposes therein expressed.

Done at Monterey the day and year above said.

[SEAL.]

W. S. JOHNSON,
Recorder of Monterey Co'ty.

Filed for record Oct. 12, 1852, a 2 o'clock, p. m.

PETER TRACY, *Recorder.*

STATE OF CALIFORNIA, *County of Santa Cruz:*

I, D. J. Harlam, recorder in and for said county, in said State, do hereby certify that the foregoing is a true, full, and correct copy of an instrument, as now remains of record in my office, in book of deeds vol. 1, on page 435 and following.

Witness my hand and official seal this 1st day of November, 1859.

[SEAL.]

D. J. HARLAM, *Recorder.*
By EDW. L. WILLIAMS, *Deputy.*

Endorsed: Deposition of P. Ord. Filed Nov. 18, 1859. D. J. Harlam, clerk.

STATE OF CALIFORNIA, *County of Santa Cruz:*

I hereby certify that the foregoing is a full, true, and correct copy of a document on file in my office among the papers in the cause of F. Vassault *vs.* M. A. Meader.

Witness my hand and the seal of the Dist. Court, this 30 day of June, A. D. 1866.

[SEAL.]

F. F. TIDBALL,
Clerk Dist. C't.

[5-ct. stamp.]

703 *Exhibit* 17. *C.—Deed Jose Bolcoff and others to M. A. Meader.*

This indenture, made and entered into the 19th day of March, A. D. 1853, between Jose Bolcoff, Maria Candida Castro, wife of the said Jose Bolcoff, Juan Bolcoff, und Francisco Bolcoff, all of Santa Cruz county, California, of the first part, and Moses A. Meader, of the county and State aforesaid, of the second part, witnesseth: That the said parties of the first part, for and in consideration of the sum

of five hundred dollars to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have bargained, sold, and conveyed, and by these presents bargain, sell, and convey, unto the said Moses A. Meader, party hereto of the second part, and unto his heirs and assigns forever, all that certain tract of land situate in said county, and bounded and described as follows, to wit, being a portion or part of that rancho or farm known as the Rancho del Refugio, and embraced within the following lines, to wit:

Commencing at the southwest corner of the lands owned
704 by the said Moses A. Meader, and running thence up the coast road to the first bridge on a gulch, about five hundred yards more or less, thence up said gulch to its fork, thence up the western fork of said gulch or creek until it strikes the road [until it strikes the road] leading from the saw mill known as Moore's mill, towards Bolcoff's, and thence along the southerly side of the said road northeasterly to the lands of the said Moses A. Meader, and thence along the said lands of the said Moses A. Meader to the place of beginning, containing 100 acres more or less; together with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, and the rents, issues, and profits thereof, to have and to hold to the said Moses A. Meader, party hereto of the second part, his heirs and assigns, forever.

And the said parties of the first part hereby covenant and agree to warrant and defend the said Moses A. Meader, party hereto of the second part, his heirs and assigns, in the quiet and peaceable possession of the above-described land and granted premises against the claims of every and each one of the parties of the first
705 part, and against the claims of all and every person whomsoever.

In testimony whereof the parties of the first part have hereunto set their hands and seals the day and year first above written.

[SEAL.] MARIA CANDIDA her × mark. BOLCOFF.

[SEAL.] JOSE BOLCOFF.

[SEAL.] FRANCISCO his × mark. BOLCOFF.

[SEAL.] JUAN BOLCOFF.

Signed, sealed, and delivered in the presence of—
B. C. WHITING.
PETER TRACY.

STATE OF CALIFORNIA, *County of Santa Cruz:*

On this 19th day of March, A. D. 1853, before me, B. C. Whiting, a notary public in and for the said county, personally came Juan Bolcoff, Francisco Bolcoff, and Maria Candida Bolcoff, wife of the said Jose Bolcoff, known to me to be the persons described in and who execu-

ted the foregoing instrument, and acknowledged that they executed the same freely and voluntarily, and for the uses and
706 purposes therein mentioned; and the said Maria Candida Bolcoff, being examined by me separate and without the hearing of her husband, and being by me made acquainted with the contents of the said instrument, acknowledged to me that she executed the same freely and voluntarily, and without compulsion or undue influence on the part of her husband, and that she did not wish to retract the execution of the same.

Witness my hand and official seal the day and year last above written.

[SEAL.] B. C. WHITING,
Notary Public.

Filed for record by M. A. Meader this 19th day of March, A. D. 1853, at ½ past 7 o'clock p. m.

PETER TRACY, *Recorder.*

I hereby certify that the annexed and foregoing deed of conveyance is recorded in the book of deeds, volume second, and pages 76 and 77, of the records of the recorder's office in and for the county of Santa Cruz, and State of California.

March 30, A. D. 1853.

Attest: P. TRACY, *Recorder.*
By H. F. PARSONS, *Deputy.*

Filed Dec. 22, 1859.

D. S. HARLAM, *Clerk.*
By EDW'D L. SULLIVAN, *Deputy.*

707 *Exhibit* 18.—*D* 1.—*Mortgage deed—Jose Bolcoff to M. A. Meader.*

CALIFORNIA. *Santa Cruz County:*

Know all men by these presents, that we, Juan Bolcoff, Francisco Bolcoff, Jose Bolcoff, and Maria Candida Bolcoff, wife of the said Jose, for herself and in her own right, all of said county, in consideration of the sum of eight thousand and seventy-eight dollars to us paid by Moses A. Meader, also of said county, the receipt whereof is hereby acknowledged, do hereby give, grant, sell, and convey unto the said Moses A. Meader, his heirs and assigns, forever, all of that tract or parcel of land lying and being situate in said county, and bounded and described as follows: Beginning at a point on the Bay of Monterey, at the southwest corner of Eli Moore's land, and running thence westerly along the sea beach about three miles to the mouth of a small stream of water running just beyond where Alfred Baldwin now lives, which said stream is usually known as the
708 eastern boundary of Joseph L. Major's portion of the Refugio Rancho; thence from the mouth of said stream up the middle channel thereof in a northerly course for three miles; thence easterly to the western boundary of the land of said Meader, striking the said line at a point three miles northerly from the place of beginning; thence from the said point on Meader's line southerly to the public

road leading up the coast from said Moore's dwelling house; thence easterly along the said road to the northwest corner of said Moore's land; thence along the western line of said Moore's land in a southerly direction to the place of beginning; said conveyed premises being bounded on the south by the Bay of Monterey; on the west by the said stream of water; on the north by the Santa Cruz mountains; and on the east by said Meader's land, by said road, and by the lands of said Moore, and containing about three miles square, more or less, together with all the rights, members, and appurtenances thereunto belonging or appurtaining; to have and to hold the
709 said bargained premises, together with all the rights, privileges, and appurtenances thereunto belonging, unto him, the said Moses A. Meader, his heirs and assigns, forever, to his and their own use and behoof. And we, the said Juan Bolcoff, Francisco Bolcoff, Jose Bolcoff, do each one for himself, and the said Maria Candida Bolcoff, for herself, does, and for our heirs, executors, and administrators, do covenant with the said Moses A. Meader, his heirs and assigns, that the said premises are free from all incumbrances. That we are seized in fee of the same, and have a good right to sell and convey the same to the said Meader, as aforesaid, and that we, and each of us will, and the heirs, executors, and administrators of each of us shall and will warrant and defend the said premises unto the said Meader, his heirs and assigns, forever, against the lawful claims of all persons whomsoever; provided, nevertheless, that if the said Juan Bolcoff Francisco Bolcoff, Jose Bolcoff, and Maria Candida Bolcoff, or either of them, or their heirs, executors, or administrators, shall pay unto the said Meader, his executors, adminis-
710 trators, or assigns, the said sum of eight thousand and seventy-eight dollars, with interest thereon from date, at the rate of three per cent. per month, on or before the nineteenth day of October next, then this deed, as also a certain promissory note, bearing even date with these presents, whereby for value received, the said Juan Bolcoff, Francisco Bolcoff, Jose Bolcoff, and Maria Candida Bolcoff, and each of them jointly and severally, promise to pay unto the said Moses A. Meader, or order, the said sum of eight thousand and seventy-eight dollars, with interest, as aforesaid, and at the time aforesaid, shall be absolutely void to all intents and purposes.

In testimony whereof, we have hereunto set our hands and seals this the nineteenth day of March, A. D. eigteen hundred and fifty-three.

On the second page the words "covenant with the said" stricken out, and on the same page "and seventy-eight" interlined before execution.

[SEAL.] MARIA CANDIDA her + mark. BOLCOFF.

[SEAL.] JOSE BOLCOFF.

[SEAL.] FRANCISCO BOLCOFF.

[SEAL.] JUAN BOLCOFF.

Signed, sealed, and delivered in presence of—

PETER TRACEY.

711 STATE OF CALIFORNIA, *County of Santa Cruz:*

On this 19th day of March, A. D. 1853, before me, B. C. Whiting, a notary public in and for said county, personally came Juan Bolcoff, Francisco Bolcoff, Jose Bolcoff, and Maria Candida Bolcoff, wife of said Jose Bolcoff, known to me to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same freely and voluntarily and for the uses and purposes therein mentioned. And the said Maria Candida Bolcoff being examined by me separate and apart and without the hearing of her husband, and being by me made acquainted with the contents of the said instrument, acknowledged to me that she executed the same freely and voluntarily, and without compulsion or undue influence on the part of her husband, and that she did not wish to retract the execution of the same.

Witness my hand and official seal the day and year last above written.

[SEAL.] B. C. WHITING,
Notary Public.

712 Filed for record by M. A. Meader, March 19th, A. D. 1853, at eight o'clock p. m.

PETER TRACY, *Recorder.*

STATE OF CALIFORNIA, *County of Santa Cruz, ss:*

I, F. F. Tidball, county clerk and ex-officio county recorder in and for said county, certify the foregoing to be a full, true, and correct copy of a mortgage recorded in my office, in volume 2 of records, on pages 78, 79, and 80.

Witness my hand and official seal this 29th day of June, A. D. 1866.

F. F. TIDBALL,
County Recorder.

[5-c. int. rev. stamp, canc'd.]

713 *Exhibit* 19.—*D. E.*

District Court, 3d Judicial District.

MOSES A. MEADER, pl'ff
vs.
MARIA CANDIDA BOLCOFF, JOSE BOLCOFF, Francisco Bolcoff, Juan Bolcoff, Isaac E. Davis, Albion P. Jordan, and George Parsons, defendants.

STATE OF CALIFORNIA, *Santa Cruz County:*

The People of the State of California, greeting, to Maria Candida Bolcoff, Jose Bolcoff, Francisco Bolcoff, Juan Bolcoff, Isaac E. Davis, Albion P. Jordan, and George Parsons:

Whereas Moses A. Meader has filed a complaint in the District Court aforesaid, praying that said court make a decree for the sale of

certain premises under mortgage from the said Maria Candida, Jose Francisco and Juan Bolcoff, the four first named defendants
714 aforesaid, to the said plaintiff, and for the payment to him of the sum of $14,079 95-100 interest, cost of suit, &c., and that the said defendants, and all persons claiming under them, may be barred and foreclosed of all equity of redemption in the said premises, as will more fully appear by reference being had to said complaint, a copy of which is hereunto annexed.

You and each of you are therefore commanded to appear and answer said complaint within ten days (exclusive of the day of service,) after the service on you of this summons, if service be made on you in this county, within twenty days if service be made on you out of this county, but in this district, and within forty days if elsewhere. And if you fail to appear and answer said complaint, as above required, the said plaintiff will take judgment against you by default for the relief demanded in said complaint, and for the said sum of $14,079 95-100, interest, cost of suit, &c.

Given under my and the seal of [of] the District Court
715 aforesaid, this the 20th day of April, A. D. 1855.

[SEAL.] PETER TRACY, *Clerk.*
By HE'Y F. PARSONS, *Deputy Clerk.*

OFFICE OF THE SHERIFF OF THE COUNTY OF SAN FRANCISCO, *ss:*

I hereby certify that I received the within summons on the 27th day of April, 1855, and personally served the same on the 1st day of May, 1855, by delivering to Isaac E. Davis, one of the said defendants, personally, in the city of San Francisco, a copy of said summons, attached to a certified copy of the complaint.

Dated San Francisco, this 1st day of May, A. D. 1855.

H. B. GORHAM, *Sheriff.*
By JAMES HERBERT, *Deputy.*

Personally served the within summons on Jose Bolcoff and Albion P. Jordan, by delivering to each of them, in the town of Santa Cruz, a copy of this writ, attached to a certified copy of the complaint.

Dated Santa Cruz, May 25th, 1855.

L. G. CALDWELL, *Sheriff.*
By C. W. WILLIAMS, *Deputy.*

Personally served the within summons on George Parsons, by delivering to him, in the town of Santa Cruz, a true copy of
716 this writ, attached to a certified copy of the complaint.

Santa Cruz, June 7, 1855.

L. G. CALDWELL, *Sheriff.*
By C. W. WILLIAMS, *Deputy.*

Personally served the within summons on Maria Candida Bolcoff, by delivering of a true of this writ, attached to a certified copy of complaint; the said defendant refused to take writ; I laid it on a

chair, in the presence of the said defendant in the presence of one Frank Roan.

Santa Cruz, June 13th, 1855.

L. G. CALDWELL, *Sheriff*.
By C. W. WILLIAMS, *Deputy*.

Personally served on Francisco Bolcoff, by delivering to him, in the town of Watsonville, a true copy of this writ, attached to a certified copy of complaint.

Santa Cruz, June 13, 1855.

L. G. CALDWELL, *Sheriff*.
By C. W. WILLIAMS, *Deputy*.

Personally served the within summons on Juan Bolcoff, by personally delivering to him a true copy of this writ, attached to a certified copy of complaint.

Santa Cruz, June 18, 1855.

L. G. CALDWELL, *Sheriff*.
By C. W. WILLIAMS, *Deputy*.

Summons original, filed 1855.

P. TRACY *Clerk*.

717 In the District Court of the 3d judicial district, county aforesaid.

MOSES A. MEADER, plaintiff,
vs.
MARIA CANDIDA BOLCOFF, JOSE BOLCOFF, Francisco Bolcoff, Juan Bolcoff, Isaac E. Davis, and George Parsons.

STATE OF CALIFORNIA, *Santa Cruz County:*

To the Hon. C. L. HESTOR, judge of said court:

The complaint of the said plaintiff, Moses A. Meader, a resident of the said county, respectfully shows that heretofore, to wit, on the 19th day of March, A. D. 1853, at Santa Cruz, in said county, the said defendants, Maria Candida Bolcoff, a married woman, the wife of the said Jose Bolcoff, and the said Jose Bolcoff, Francisco Bolcoff, and Juan Bolcoff, made and delivered to the said plaintiff, a certain promissory note, in writing, (here to the court shown,) whereby, for value received, the said four first named defendants jointly and severally promised to pay to him, the said plaintiff, or to his order, on the 19th day of October then next ensuing, the sum of eight thousand and seventy-eight dollars, with interest thereon at

718 the rate of three per cent. per month, from the date of the said promissory note until the same should be paid, a copy of which promissory note is as follows:

$8,078 00. For value received we jointly and severally promise to pay to Moses A. Meader, or order, on the nineteenth day of October

next, the sum of eight thousand and seventy-eight dollars, with interest at the rate of three per cent. per month from date until paid.

Santa Cruz, 19 March, 1853.

(Signed) her
MARIA CANDIDA × BOLCOFF.
mark.
JOSE BOLCOFF.
his
FRANCISCO × BOLCOFF.
mark.
JUAN BOLCOFF.

Whereby the said defendants, Maria Candida Bolcoff, Jose Bolcoff, Francisco Bolcoff, and Juan Bolcoff, promised and became liable to pay to the said plaintiff the said sum of money, and interest at the rate aforesaid, according to the tenor and effect of the said promissory note; and the said plaintiff further shews, that the said first four named defendants, in order to secure the payment of the said sum of money mentioned in the said promissory note, and the interest thereon at the rate aforesaid, did, on the said 19th day of
719 March, A. D. 1853, at Santa Cruz, in said county, execute, sign, seal, duly acknowledge and deliver to the said plaintiff their mortgage deed (here to the court shewn,) bearing even date with the said promissory note, conditioned for the payment to the said Meader, his executors, administrators, or assigns, of the said sum of $8,078, with interest as aforesaid, on or before the 19th day of October then next ensuing, and that upon such payment the said mortgage deed should be void; a copy of said mortgage deed, together with the acknowledgment thereof and note of record, is hereto annexed Exhibit "A," and made a part of this complaint, whereby the said Maria, Candida Bolcoff, Jose Bolcoff, Francisco Bolcoff, and Juan Bolcoff, did give, grant, sell, convey, and mortgage unto the said Moses A. Meader all of that tract or parcel of land lying and being situate in said county, and bounded and described as follows: Beginning at a point on the Bay of Monterey at the southwest corner of Eli Moore's land, and running thence westerly along
720 the sea beach, about three miles, to the mouth of a small stream of water running just beyond, where Alfred Baldwin now lives, which said stream is usually known as the eastern tributary of Joseph L. Majors' portion of the Refugio ranch; thence from the mouth of said stream, up the middle channel thereof in a northerly course, for three miles; thence easterly to the western boundary of the land of the said Meader, striking the said line at a point three miles northerly of the place of beginning; thence from the said point on Meader's line southerly to the public road leading up the coast from said Moore's dwelling house; thence easterly along the said road to the northwest corner of said Moore's land; thence along the western line of said Moore's land in a southerly direction to the place of beginning; said conveyed premises being bounded on the south by the Bay of Monterey, on the west by the said stream of water, on the north by the Santa Cruz mountains, and on the east by

said Meader's land, by said road, and by the land of said
721 Moore, and containing about three miles square, more or less.

And the said plaintiff further says, that the said Maria Candida Bolcoff, Jose Bolcoff, Francisco Bolcoff, and Juan Bolcoff, did, on the 19th day of March, A. D. 1853, duly acknowledge, according to law, the said mortgage, before B. C. Whiting, notary public of said county, and the said Maria Candida Bolcoff executed the same in the presence of her said husband, and by his consent, and she acknowledged the same before the said notary public separate and apart, and without the hearing of said husband, as her act and deed freely and voluntarily executed, and that she did not wish to retract the execution of the same.

And the said plaintiff further says, that the said mortgage was duly recorded in the office of the county recorder in and for said county of Santa Cruz, in which said county said plaintiff alleges said mortgage tract of land lies, on the thirtieth day of March, A. D. 1853, in book of deeds, volume second, and pages 78, 79, and 80 of
722 the records of the recorder's office, in and for said county; all of which will more fully appear by reference to the said original mortgage, the acknowledgment whereof, the certificate of said acknowledgment thereto attached, and the said records, which this plaintiff is ready to produce as this court may direct.

And the plaintiff further says, that the said Maria Candida Bolcoff, Jose Bolcoff, Francisco Bolcoff, and Juan Bolcoff, and all of them, have failed to comply with the condition of the said mortgage by omitting to pay the said plaintiff the said sum of money, and interest thereon at the rate aforesaid, or any part thereof, except the sum of one thousand dollars, which sum said plaintiff admits to have received from Peter Tracy, (on the 8th day of October, 1853,) on the part of the said defendants, and which is endorsed on the promissory note aforesaid, which became due on the 19th day of October, A. D. 1853, although they have been often thereto lawfully requested; and the plaintiff says that there is now justly due to him from the
723 said four first mentioned defendants, the sum of fourteen thousand and seventy-nine and 95-100 dollars on the said promissory note.

And the said plaintiff further says, that the said Isaac E. Davis, of the county of San Francisco and State aforesaid, and the said Albion P. Jordan, of the said county of Santa Cruz, have and claim an interest in the said mortgaged premises, or some part thereof, to wit, by a deed of conveyance made and executed by the said Maria Candida Bolcoff, Jose Bolcoff, Francisco Bolcoff, and Juan Bolcoff, on the 8th day of February, A. D. 1855, for a tract of land situate in the said county, a portion of which land is inside of the boundaries of the said mortgaged tract of land, and is a part thereof; which said deed of conveyance was filed in the office of the county recorder in and for said county of Santa Cruz, on the date last aforesaid, and recorded in book of records, volume 3d, pages 16 and 17 of the records of said office, as will more fully appear by reference to said records and to said

original deed of conveyance. The said plaintiff says that the
724 interest and claim of the said Jordan and Davis in and to a portion of the said mortgaged premises is junior and subsequent to the lien of the said mortgage, and is subject thereto.

And the said plaintiff further complains and says, that the said George Parsons, a resident of the said county of Santa Cruz, has and claims some interest in or lien upon said mortgaged premises, which said interest this plaintiff is informed and believes, and therefore charges the fact, to be an interest by deed of conveyance of all the right, title, interest, and claim of the said Maria Candida Bolcoff, Jose Bolcoff, Francisco Bolcoff, and Juan Bolcoff in and to a certain portion of the mortgaged premises, the precise extent of which this plaintiff is ignorant of; which said deed of conveyance was executed as said plaintiff is informed and believes, by the said Candida, Jose, Francisco, and Juan Bolcoff, on the first day of December, A. D. 1854;
and he therefore says that the said claim of the said Geo.
725 Parsons is junior and subsequent to the said mortgage, and is subject thereto and to the lien of the same.

Wherefore the said plaintiff demands that the said defendants, and all persons claiming under them subsequent to the commencement of this suit, may be barred and foreclosed of all right, claim, lien, and equity of redemption in the said mortgaged premises; that the said premises may be decreed to be sold according to law; that the moneys arising from the sale may be brought into court; that the plaintiff may be paid the amount due on the said promissory note, with interest, and the costs and expenses of this suit, as far as the amount of such moneys, properly applicable thereto, will pay the same; and that the said defendants, Maria, Candida, Jose, Francisco, and Juan Bolcoff, may be adjudged to pay any deficiency which may remain after applying all of said moneys applicable thereto; and that
the plaintiff may have such other or further relief, or both, in
726 the premises, as shall be just and equitable.

DURELL S. GREGORY,
Pl'ffs Att'y.

CALIFORNIA, *Santa Cruz County*:

Moses A. Meader being duly sworn, deposes and says; That he is the plaintiff in the foregoing-entitled suit; that he has heard the foregoing complaint read, and knows the contents thereof; that the said complaint is true of his own knowledge, except as to the matters which are therein stated on his information or belief, and as to those matters that he believes it to be true.

MOSES H. MEADER.

Sworn to and subscribed to before me this 13th day of April, A. D. 1855.

PETER TRACY, *Clerk.*

Exhibit A.

CALIFORNIA, *Santa Cruz County*:

Know all men by these presents, that we, Juan Bolcoff, Francisco Bolcoff, Jose Bolcoff, and Maria Candida Bolcoff, wife of the said Jose, for herself, and in her own right, all of said county, in consid-
727 eration of the sum of eight thousand and seventy-eight dollars, to us paid by Moses A. Meader, also of said county, the receipt whereof is hereby acknowledged, do hereby give, grant, sell, and convey unto the said Moses A. Meader, his heirs and assigns, forever, all of that tract or parcel of land lying and being situate in said county, and bounded and described as follows: Beginning at a point on the bay of Monterey, at the southwest corner of Eli Moore's land, and running thence westerly along the sea beach about three miles to the mouth of a small stream of water, running just beyond where Alfred Baldwin now lives, which said stream is usuall known as the eastern boundary of Joseph L. Major's portion of the Refugio Ranch; thence from the mouth of said stream, up the middle channel thereof, in a northerly course for three miles; thence easterly to the western boundary of the land of said Meader, striking the said line at a point three miles northerly of the place of beginning; thence from the
728 said point on Meader's line southerly to the public road leading up to the coast from said Moore's dwelling house; thence easterly along the said road to the northwest corner of said Moore's land; thence along the western line of said Moore's land, in a southerly direction, to the place of beginning; said conveyed premises being bounded on the south by the bay of Monterey, on the west by the said stream of water, on the north by the Santa Cruz mountains, and on the east by said Meader's land, by said road, and by the land of said Moore, and containing about three miles square, more or less, together with the rights, members, and appurtenances thereunto belonging, or appertaining, to have or to hold the said bargained premises, together with all the rights, privileges, and appurtenances thereunto belonging, unto him, the said Moses A. Meader, his heirs and assigns, forever, to his and their own use and behoof.

And we, the said Juan Bolcoff, Francisco Bolcoff, Jose Bolcoff, do, each one for himself, and the said Maria Candida Bolcoff, for herself, and for our heirs, executors and administrators, do
729 covenant with the said Moses A. Meader, his heirs and assigns, that the said premises are free from all incumbrances; that we are seized in fee of the same, and have a good right to sell and convey the same to the said Meader as aforesaid; and that we and each one of us will, and the heirs, executors and administrators of each of us, shall and will warrant and defend the said premises unto the said Meader, his heirs and assigns, forever, against the lawful claims of all persons whomsoever.

Provided, nevertheless, that if the said Juan Bolcoff, Francisco Bolcoff, Jose Bolcoff, and Maria Candida Bolcoff, or either of them or their heirs, executors or administrators, shall pay unto the said Meader, his executors, administrators or assigns, the said sum of eight

thousand and seventy-eight dollars, with interest thereon from date, at the rate of three per cent. [per cent.] per month, on or before the nineteenth day of October next, then this deed, as also a certain promissory note bearing even date with these presents, whereby for value
730 received, the said Juan Bolcoff, Francisco Bolcoff, Jose Bolcoff, and Maria Candida Bolcoff, and each of them jointly and severally promised to pay unto the said Moses A. Meader, or order, the said sum of eight thousand and seventy-eight dollars, with interest as aforesaid, and at the time aforesaid, shall be absolutely void to all intents and purposes.

In testimony whereof, we have hereunto set our hands and seals this the nineteenth day of March, A. D. eighteen hundred and fifty-three.

On the second page, the words, "covenant with the said" stricken out, and on the same page "and seventy-eight" interlined before execution.

[SEAL.] MARIA CANDIDA her × mark. BOLCOFF.

[SEAL.] JOSE BOLCOFF.

[SEAL.] FRANCISCO his × mark. BOLCOFF.

[SEAL.] JUAN BOLCOFF.

Signed, sealed, and delivered in presence of—
B. C. WHITING.
PETER TRACY.

STATE OF CALIFORNIA, *County of Santa Cruz:*

On this 19th day of March, A. D. 1853, before me, B. C.
731 Whiting, a notary public in and for said county, personally came Juan Bolcoff, Francisco Bolcoff, Jose Bolcoff, and Maria Candida Bolcoff, wife of said Jose Bolcoff, known to me to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

And the said Maria Candida Bolcoff, being examined by me, separate and apart and without the hearing of her husband, and being by me made acquainted with the contents of the said instrument, acknowledged to me that she executed the same freely and voluntarily, and without compulsion or undue influence on the part of her husband, and that she did not wish to retract the execution of the same.

Witness my hand and official seal the day and year last above written.

[SEAL.] B. C. WHITING,
Notary Public.

I hereby certify that the foregoing deed of mortgage is re-
732 corded in the Book of Deeds, volume second, and pages 78, 79, and 80, of the records of the recorder's office in and for the

county of Santa Cruz and State of California, March 30, A. D. 1853.
Attest:

PETER TRACY, *Recorder.*
By H'Y. F. PARSONS, *D'p'ty.*

Endorsed: Personally served this complaint on George Parsons this the 7th day of June; served on Maria C. Bolcoff the 13th day of June, and Juan Bolcoff on the 18th day of June, in the town of Santa Cruz, and on Francisco Bolcoff the 13th day of June, in the town of Watsonville, by personally delivering to each of the said persons a true of this complaint, attached to a true copy of the summons.
Santa Cruz, June 19, 1855.

L. G. CALDWELL, *Sheriff.*
By C. W. WILLIAMS, *Deputy.*

Personally served the within complaint on Jose Bolcoff and Albion P. Jordon, by delivering to each of them a true copy of this complaint attached to a copy of summons. Service made in the town of Santa Cruz.
Dated Santa Cruz, May 25th, 1855.

L. G. CALDWELL, *Sheriff.*
733 By C. W. WILLIAMS, *Deputy.*

Complaint filed April 13, 1855.

P. TRACY, *Clerk.*

$8,078 00.

For value rececived we jointly and severally promise to pay to Moses A. Meader, or order, on the nineteenth day of October next, the sum of eight thousand and seventy-eight dollars, with interest at the rate of three per cent per month from date until paid.
Santa Cruz, March, 19, 1853.

MARIA CANDIDA her + mark BALCOFF.
JOSE BOLCOFF.
FRANCISCO his + mark BOLLCOFF,
JUAN BOLCOFF.

Endorsed: Bolcoff's note $8,078, due Oct. 19, 1853.

Rec'd on the within per P. Tracy, October 8, 1853, one thousand dollars, ($1000.)

MOSES A. MEADER.

Filed in District Court 3d jud. dist, July 3d, 1855.
P. TRACY, *Clerk.*

734 CALIFORNIA, *Santa Cruz County*:

Know all men by these presents, that we, Juan Bolcoff, Francisco Balcoff, Jose Bolcoff, and Maria Candida Bolcoff, wife of said Jose, for herself and in her own right, all of said county, in consideration of the sum of eight thousand and seventy-eight dollars, to us paid by Moses A. Meader, also of said county, the receipt whereof is hereby acknowledged, do hereby give, grant, sell and convey unto the said Moses A. Meader, his heirs and assigns forever, all of that tract or parcel of land lying and being situated in said county and bounded and described as follows: Beginning at a point on the bay of Monterey at the south west corner of Eli Moore's land and running thence westerly along the sea beach about three miles to the mouth of a small stream of water just beyond where Alfred Baldwin now lives, which said stream is usualy known as the eastern bound-
735 ary of Joseph L. Majors' portion of the Refugio Ranch; thence from the mouth of said stream up the middle channel thereof, in a northerly course for three miles; thence easterly to the western boundary of the land of the said Meader, striking the said line at a point three miles northerly to the place of beginning, thence from the said point on Meader's line southerly to the public road leading up the coast from said Moore's dwelling house, then easterly along the said road to the north west corner of said Moore's land; thence along the western line of said Moore's land, in a southerly direction, to the place of beginning; said conveyed premises being bounded on the south by the bay of Monterey, on the west by the said stream of water, on the north by the Santa Cruz mountains, and on the east by said Meader's land, by the said road, and by the land of said Moore, and containing about three miles square more or less,
736 together with all the rights, members and appurtenances thereunto belonging or appertaining; to have and to hold the said bargained premises, together with all the rights, privileges and appurtenances thereunto belonging, unto him the said Moses A. Meader, his heirs and assigns, forever, to his and their own use and behoof.

And we, the said Juan Bolcoff, Francisco Bolcoff, Jose Bolcoff, do, each one for himself, and Maria Candida Bolcoff, for herself, and our heirs, executors, and administrators, do covenant with the said Moses A. Meader, his heirs and assigns, that said premises are free from all incumbrances; that we are seized in fee of the same, and have a good right to sell and convey to the said Meader as aforesaid, and that we and each one of us will, and the heirs, executors, and administrators, of each of us, shall and will warrant and defend the said premises unto the said Meader, his heirs and assigns, forever, against the
737 lawful claims of all persons whomsoever: Provided, nevertheless, that if the said Juan Bolcoff, Francisco Bolcoff, Jose Bolcoff, and Maria Candida Bolcoff, or either of them, or their heirs, executors, or administrators shall pay unto the said Meader, his executors, administrators or assigns, the said sum of eight thousand and seventy-eight dollars, with interest thereon from date, at the rate of three per cent. per month, on or before the nineteenth day of October next, then this deed, as also a certain promissory note bearing

even date with these presents, whereby for value received the said Juan Bolcoff, Francisco Bolcoff, Jose Bolcoff and Maria Candida Bolcoff, [Jose Bolcoff and Maria Candida Bolcoff,] and each of them jointly and severally promise to pay unto the said Moses A. Meader, or order, the sum of eight thousand and seventy eight dollars, with interest as aforesaid, and at the time aforesaid shall be absolutely void to all intents and purposes.

738 In testimony whereof, we have hereunto set our hands and seals this the nineteenth day of March, A. D. eighteen hundred and fifty-three.

On the second page the words "covenant with the said" stricken out, and on the same page "seventy-eight" interlined before execution.

[SEAL] MARIA CANDIDA her + mark BOLCOFF.

[SEAL] JOSE BOLCOFF.

[SEAL] FRANCISCO his + mark BOLCOFF.

[SEAL] JUAN BOLCOFF.

Signed sealed and delivered in presence of—

B. C. WHITING.

PETER TRACY.

STATE OF CALIFORNIA, *County of Santa Cruz:*

On this 19th day of March, A. D. 1853, before me, B. C. Whiting, a notary public in and for said county, personally came Juan Bolcoff, Francisco Bolcoff, Jose Bolcoff, and Maria Candida Bolcoff, wife of said Jose Bolcoff, known to me to be the persons described in

739 and who executed the foregoing instrument and acknowledged that they executed the same freely and voluntarily, and for the uses and purposes therein mentioned; and the said Maria Candida Bolcoff, being examined by me separate and apart and without the hearing of her husband, and being by me made acquainted with the contents of the said instrument, acknowledged to me that she executed same freely and voluntarily and without compulsion or undue influence on the part of her husband, and that she did not wish to retract the execution of the same.

Witness my hand and official seal the day and year last above written.

[SEAL] B. C. WHITING, *Notary Public.*

I hereby certify that the foregoing deed of mortgage is recorded in book of deeds, volume second, and pages 78, 79, and 80 of the records of the recorder's office in and for the county of Santa

740 Cruz and State of California.

March 30, A. D. 1853.

Attest: PETER TRACY, *Recorder.*

By H. F. PARSONS, *Dep.*

Filed for record March 18, 1853, at 8 o'clock p. m. Peter Tracy, recorder.

In the District Court of the 3d judicial district, county aforesaid, July 2d, 1858.

MOSES A. MEADER, pl'ff,
vs.
MARIA CANDIDA BOLCOFF, JOSE Bolcoff, Francisco Bolcoff, Juan Bolcoff, Isaac E. Davis, Albion P. Jordan, and George Parsons, dep'ty.

CALIFORNIA, *Santa Cruz County:*

And now on this day comes the plaintiff, by his attorney, in the above-entitled cause, and moves the court that a decree of foreclosure, and for the sale of the mortgaged property; and the defendants, having made default in answering herein, and the said defendant being therein called in court and failing to answer, and it appearing to the court, from the evidence in this case, that on the 19th
741 day of March, A. D. 1853, the said defendants, Maria Candida Bolcoff, executed and delivered to the said plaintiff, their certain promissory note for the sum of $8,078 00, whereby for value received they promised jointly and severally to pay to the said plaintiff, or to his order, the said sum of money on the 19th day of October then next following, with interest therein, at the rate of three per cent. per month from the date thereof; and that there is now due and owing to the said plaintiff thereon, by the said Maria, Jose, Francisco, and Juan, after deducting all paymets therein as admitted by said complaint, the sum of $8,078 00-100 principal debt, and the further sum of $5,704 00-100 interest thereon. And it further appearing to the court that on the date of the said promissory note, that the said first four named defendants, executed, sealed, and delivered to the said plaintiff to secure the said promissory note, their certain mortgage deed whereby they conveyed and mortgaged to the said plaintiff a certain tract of land lying in said county, and bounded and described as follows: Beginning at a point on the bay of
742 Monterey, at the southwest corner of Eli Moore's land, and running thence westerly along the sea beach, about three miles, to the mouth of a small stream of water, running just beyond where Alfred Baldwin now lives, known as the eastern boundary of Joseph L. Major's portion of the Refugio Ranch; thence from the mouth of said stream up the middle channel thereof, in a northerly course for three miles; thence easterly to the western boundary of the land of Meader, striking the said line at a point three miles northerly to the place of beginning; thence from the said Meader's line, southerly to the public road leading up the coast, from said Moore's dwelling house; thence easterly along the said road to the northwest corner of said Moore's land; thence along the western line of said Moore's land, in a southerly direction to the place of beginning; said premises being bounded south by the bay of Monterey, on the west by said stream of water, north by the Santa Cruz

mountains, and on the east by said Meader's land, which said mortgage deed was duly executed, acknowledged, and recorded
743 in the recorder's office of said county, as alleged in the complaint in this case, on the 19th day of March, A. D. 1853. And it further appearing to the court that the other said defendants, Isaac E. Davis, Albion P. Jordan, have and claim some interest in the said mortgaged premises, or some part thereof, by a deed of conveyance from the said first four named defendants, made, executed, and delivered to the said Davis and Jordan, on the 8th day of February, A. D. 1855, for a portion of the said mortgaged premises.

And it further appearing to the court that the said George Parsons likewise has some interest in the said mortgaged premises, to wit, by a deed of conveyance from the said first four named defendants to him, the said Parsons, for some part thereof, and that the interest and claim of the said Jordan and Davis and George Parsons is junior, and subject to the said mortgage of the said plaintiff, and that
744 all of the defendants in this action have been legally summoned. It is therefore considered, ordered, and decreed by the court that the said defendants, Maria Candida Bolcoff, Jose Bolcoff, Juan Bolcoff, Isaac E. Davis, Albion P. Jordan, and George Parson, and each of every of them be and is forever barred and foreclosed of all their and any of their right, title, interest, or claim in and to the above-described mortgaged premises, and of all equity of redemption in the said premises (except under the statue in such case made and provided) acquired by or from said first four named def'ts since the date of the said mortgage. And it is further ordered, adjudged, and decreed by the court, that the said plaintiff have and recover of the said defendants, Maria Candida Bolcoff, Jose Bolcoff, Francisco Bolcoff, and Juan Bolcoff, the sum of eight thousand and seventy-eight dollars, principal debt, and the further sum of five thousand seven hundred and four, 14-100 dollars interest thereon, to date, together with accruing interest on the said principal
745 debt, at the rate of three per cent. per month from this date, and interest on the said sum of $5,704, 14-100 at the rate of ten per cent. per annum; that the said mortgaged premises be sold by the sheriff of said county according to law; that out of the proceeds of said sale the satisfaction of the expenses of said sale he pay to the clerk of the said court, or to the plaintiff herein, the said sum $13,782, 14-100, and that he pay to the said first four named defendants any surplus arising therefrom, together with costs of court, and that in case the said proceeds of such sale shall be insufficient to pay said sum of money with costs and expenses as aforesaid, and accruing interest and costs, that the said plaintiff have execution against the said defendants, Maria Candida Bolcoff, Jose Bolcoff, Francisco Bolcoff, and Juan Bolcoff, for such sum that may remain after deducting the amount that may be raised by the said sale
746 of the said mortgaged premises.

C. P. HESTER,
Dist. Judge.

Principal debt $8,078 00
Interest to date of judgment 5,704 22

Accruing interest on principal.
Interest on 5704 22 at 10 per annum from date of judgment:

Clerk's cost $127 60
Sheriff's cost 22 00

Entered July 3, 1855.

Attest:

PETER TRACY, *Clerk.*
By HY. F. PARSONS,
Deputy Clerk.

Endorsed: Meader *vs.* Bolcoff. Decree. Judgment roll. Filed July 3, 1855. Peter Tracy, clerk.

STATE OF CALIFORNIA, *County of Santa Cruz.*

I, F. F. Tidball, clerk of the District Court in and for said county, certify the foregoing to be full, true, and correct copy of the judgment roll in the cause entitled Moses A. Meader *vs.* Jose Bolcoff *et al.*, now on file in my office.

Witness my hand and the seal of the District Court this 30th day of June, A. D. 1866.

[SEAL.]

F. F. TIDBALL. *Clerk.*

[5 cent U. S. rev. stamp cancelled.]

747 In the District Court of the 3d Judicial District, county aforesaid.

Exhibit 20.

MOSES A. MEADER, pl'ff,
vs.
MARIA CANDIDA CASTRO, FRANCISCO BOLCOFF, Isaac E. Davis, Albion P. Jordan, George Parsons, Juan Bolcoff, def'ts.

STATE OF CALIFORNIA, *Santa Cruz County:*

To all to whom it may concern:

Notice is hereby given that an action has been commenced in this court upon a complaint of the above-named plaintiff against the above-named defendants for the foreclosure of a mortgage, bearing date the 19th day of March, A. D. 1853, executed by Maria Candida Bolcoff, Jose Bolcoff, Francisco Bolcoff, and Juan Bolcoff, of the county of Santa Cruz, to the said Moses A. Meader, and recorded in the office of the county recorder of, in, and for the county of Santa Cruz, on the 30th day of March, A. D. 1853, in book of deeds, volume 2d and pages 78, 79 and 80, and that the mortgaged

748 premises in the said county of Santa Cruz affected by the said foreclosure were at the time of the commencement of this action, and at the time of filing this notice, situated in the county of

Santa Cruz, and are described in the said mortgage as follows, to wit: Beginning at a point on the bay of Monterey at the southwest corner of Eli Moore's land, running thence westerly along the sea beach about three miles to the north of a small stream running just beyond where Alfred Baldwin now lives, which said stream is usually known as the eastern boundary of Joseph L. Major's portion of the Refugio Ranch; thence from the mouth of said stream up the middle channel thereof in a northerly course for three miles; thence easterly to the western boundary of the land of said Meader, striking the said line at a point three miles northerly of the place of beginning; thence from the said point on Meader's line southerly to the public road leading up the coast from said Moore's dwelling house; thence easterly along the said road to the northwest corner of said Moore's
749 land; thence along the western line of said Moore's land in a southerly direction to the place of beginning, said conveyed premises being bounded on the south by the bay of Monterey, on the west by the said stream of water, on the north by the Santa Cruz mountains, on the east by said Meader's land, by said road, and by the land of said Moore, and containing about three miles more or less.

D. S. GREGORY, *Pl'ff's Att'y.*

Dated April 12, 1855.

Filed for record April 13, 1855, at ½ past 1 o'clock, p. m.

P. TRACY, *Recorder.*

STATE OF CALIFORNIA, *County of Santa Cruz, ss:*

I, F. F. Tidball, county recorder, in and for said county, certify the foregoing to be a full, true, and correct copy of a notice of action recorded in my office in volume one of notices of action on
750 pages 7 and 8.

Witness my hand and official seal this 30th day of June, A. D. 1866.

[SEAL.]

F. F. TIDBALL,
County Recorder.

[5-ct. stamp U. S. rev. cancelled.]

751 Dist. Court, 3rd judicial district, said county.

Exhibit 21.—*Execution, &c.*

MOSES A. MEADER
vs.
MARIA CANDIDA BOLCOFF, JOSE BOLCOFF, Juan Bolcoff, Francisco Bolcoff, Isaac E. Davis, *et als.*

STATE OF CALIFORNIA, *County of Santa Cruz:*

The people of State of California to the sheriff of the county of Santa Cruz, greeting:

Whereas a judgment was rendered in the District Court of the third judicial district in and for said county and State, on the second

day of July, A. D. 1855, against the first four named defendants, and in favor of said plaintiff, for the sum of $8,078, principal debt, with the further sum of 5,704 22-100 interest thereon to date of judgment, together with accruing interest on the said principal debt at rate of 3 p. c. per month from said 2nd day of July, 1855, as also interest on said sum of $5,704 14-100 at rate of 10 p.c. per annum from said 2nd
752 day of July, 1855, and ordering and directing that certain mortgaged premises as set forth in said decree, a copy of which is hereunto annexed, be sold in accordance with law, and that out of the proceeds of said sale there be paid to the clerk of said court, or to the plaintiff, the said sum of $13,782 14-100, together with all costs of court.

These presents are therefore to command you, the said sheriff, that out of the above reference to mortgaged premises (if sufficient) you cause to be made by public sale, in accordance with law, the said sum of $13,782 14, together with accruing interest as aforesaid, as also the further sum of $149 00 costs of suit, as also all costs accruing under this writ.

And thereof make ye due and legal service, and return to me in 30 days from your receipt thereof.

Witness my hand and the seal of the District Court aforesaid this the eighth day of July, A. D. 1855.

PETER TRACY, *Clerk.*
By HENRY F. PARSONS, *Dep. Clerk.*

Endorsed: By virtue of the within writ I have levied upon
753 all the right, title, and interest of Jose, Juan, Francisco, and Maria Candida Bolcoff, the within-named defendants, in and to that parcel or tract of land known as the Rancho Refugio.

Endorsed: I hereby certify that I have received $67 50-100 dollars from L. G. Caldwell, sheriff, on the within judgment.

Santa Cruz, August the 18th, 1855.

M. A. MEADER.

754 1855.

July 2. To am't of principal judg't debt	8,078	00
July 2. To am't of int. to date on principal *a* 3 p'r c. per month.....	5,704	22
To am't of int. on principal debt from date of judg't to Aug. 1, 1855, *a* 3 p.c.	242	34
To am't of int. on 5,704 22 from date of the judg't to Aug. 1, 1855 *a* 10 p.c.	47	53
To am't of clerk's costs.....	127	60
To am't of sheriff's costs.....	22	00
	$14,221	69

Costs accruing:

July 8.	Copy of decree and writ	2 00	
10.	Posting notices	3 00	
	Per centage as per agreement	150 00	
		155 00	
			$14, 376 69
	Sheriff's cost paid balance	150 00	
	Clerk's costs paid P. Tracy	141 00	
		$291 00	

755 *Sheriff's sale under decree of foreclosure.*

By virtue of a judgment of foreclosure of mortgage and order of sale issued out of the District Court of the third judicial district of the State of California, in the action of Moses A. Meader against Maria Candida, Jose, Juan, and Francisco Bolcoff, et als., I am commanded to sell the following described property, to wit: Beginning at a point on the bay of Monterey at the southwest corner of Eli Moore's land, and running thence westerly along the sea beach about three miles to the mouth of a small stream of water, running first beyond where Alfred Baldwin now lives known as the eastern boundary of Joseph L. Majors' portion of the Refugio Rancho; thence from the mouth of said stream up the middle channel thereof, in a northerly course, for three miles; thence easterly to the western boundary of the land of Meader, striking the said line at a point three miles northerly of the place of beginning; thence from the said Meader's line southerly to the public road leading up the coast from said Moore's dwelling house; thence easterly along the
756 said road to the northwest corner of said Moore's land in a southerly direction to the place of beginning, said premises being bounded south by the bay of Monterey on the east by said stream of water, north by the Santa Cruz mountains, and on the east by Meader's land.

Notice is hereby given that on Wednesday, the first day of August, A. D. 1855, at 12 o'clock m., at the court house door in Santa Cruz, I will sell the above property to the highest bidder for cash.

July 10, 1855.

LEANDER C. CALDWELL,
Sheriff.

Endorsed: Santa Cruz, August 1, 1855. I, S. G. Caldwell, sheriff of Santa Cruz county, have this day sold the within described property, and that Moses A. Meader bid the sum of ($6,900) six thousand nine hundred dollars, which, being the highest bid, I sold the same to said Meader in pursuance to law. Attest: S. G. Caldwell, sheriff.

757 Endorsed: I hereby certify that by virtue of this writ, I have levied upon sixty-seven dollars and fifty cents ($67 50,) in the hands of George Parsons, belonging to one of the within-named defendants, Juan Bolcoff Santa Cruz, August the 10th, 1855. L. G. Galdwell, sheriff, by C. W. Williams, deputy.

Collected, Santa Cruz, August 18, 1855. Levy, $2 00; per centage, $2 70.

STATE OF CALIFORNIA, *County of Santa Cruz.*

I, F. F. Tidball, clerk of the District Court in and for said county, certify the foregoing to be a full, true, and correct copy of an execution, and the certificates and endorsements thereon, in the cause of Moses A. Meader *vs.* Jose Bolcoff *et als*, now in file on my office.

Witness my hand and the seal of the District Court this 30th day of June, A. D. 1860.

F. F. TIDBALL, *Clerk.*

[SEAL.]

(5-cent stamp cancelled.)

758 In the Circuit Court of the United States, tenth circuit, for the State of California.

CHARLES E. NORTON
vs.
JOSE BOLCOFF, MOSES A. MEADER, *et als.*, defendants. } In equity.

STATE OF CALIFORNIA, *County of Santa Cruz, ss:*

I, F. F. Tidball, do solemnly swear that I am county clerk of the county of Santa Cruz and State of California, and as such am ex-officio clerk of the third judicial District Court of the State of California, in and for the county of Santa Cruz, and now in my custody, the books, records and papers of said court; that in my office and in my custody as such clerk of said District Court, among the records of a cause, entitled Moses A. Meader *vs.* Jose Bolcoff and others, in an original writ of execution, a true copy of which is hereunto annexed,

759 but that there is no copy of this decree upon which said execution purports to have been issued to said writ; that said writ of execution calls for a copy of said decree as annexed, and I have made diligent search among the papers in said cause, and in every other place in my office where the same was likely to be found for such copy of the decree, and no copy of said decree can be found in my office, save and except the original decree in the judgment book, and the copy thereof forming a part of the judgment roll; that if said writ when returned to the office of the clerk of said court had annexed in it, or accompanying it, any copy of said decree, the same is not to be found. So help me God.

F. F. TIDBALL.

Subscribed and sworn to before me this 30th day of June, 1866.

[SEAL.]

EDW'D L. WILLIAMS,
Notary Public, Santa Cruz County.

760

761 *Exhibit* 22.—*D. E. F.*

District Court, 3d jud. dist. in and for said county.

MOSES A. MEADER
vs.
MARIA CANDIDA BOLCOFF, JOSE BOLCOFF, Francisco Bolcoff, Isaac E. Davis, Albion F. Jordan, and George Parsons.

STATE OF CALIFORNIA, *County of Santa Cruz.*

And now, on this day, comes the plaintiff in the above-entitled cause, by his attorney, D. S. Gregory, and moves the court that a decree of foreclosure and for the sale of the mortgaged property, and the defendants having made default in answering herein, and the said defendants being thrice called in court and failing to an-

762 swer, and it appearing to the court from the evidence in this case, that on the 19th day of March, A. D. 1853, the said defendants, Maria Candida Bolcoff, Jose Bolcoff, Francisco Bolcoff, and Juan Bolcoff, executed and delivered to the said plaintiff their certain promissory note for the sum of eight thousand and seventy-eight dollars, whereby for value received they promised jointly and severally to pay to the said plaintiff, or to his order, the said sum of money, on the 19th day of October, then next following, with interest thereon at the rate of three per cent. per month from the date thereof, and there is now due and owing to the said plaintiff herein, by the said Maria, Jose, Francisco and Juan, after deducting all payments as are admitted in said complaint the sum of $8,070, principal debt, and the further sum of five thousand seven hundred and four dollars interest thereon.

And it further appearing to the court than on the date of

763 the said promissory note said first four named defendants executed, sealed, and delivered to the said plaintiff to secure said promissory note their certain mortgage deed, whereby they conveyed and mortgaged to the said plaintiff a certain tract of land lying in said county and bounded and described as follows: Beginning at a point on the Bay of Monterey, at the southwest corner of Eli Moore's land, and running thence westerly along the sea beach about three miles to the mouth of a small stream of water, running first beyond where Alfred Baldwin now lives, known as the eastern boundary of Joseph L. Majors' portion of the Refugio Ranch; thence from the mouth of said stream up the middle channel thereof in a northerly course for three miles; thence easterly to the western boundary of the land of Meader, striking the said line at a point three miles northerly of the place of beginning; thence from the said Meader's line southerly to the public road leading up the coast from said

764 Moores' dwelling-house; thence easterly along the said road to the northwest corner of said Moores' land; thence along the western line of said Moore's land in a southerly direction to the place of beginning, said premises being bounded south by the Bay of Monterey, on the east by said stream of water, north by the Santa Cruz mountains, and on the east by said Meader's land, which said

mortgage was duly executed, acknowledged and recorded in the recorder's office of said county as alleged in the complaint in this case, on the 19th day of March, A. D. 1853. And it further appearing to the court that the other defendants, Isaac E. Davis, Albion P. Jordan, have and claim some interest in the said mortgaged premises, or some part thereof, by a deed of conveyance from the first four named defendants, made, executed, and delivered to the said Davis and Jordan on the 8th day of February, A. D. 1855, for a portion of the said mortgaged premises. And it further appearing to the court that the said George Parsons likewise has same interest in the said mortgaged premises "to wit," by a deed of conveyance from
765 the said first four named defendants, to him, the said Parsons, for same part thereof, and that the interest and claim of the said Jordan and Davis, and George Parsons is junior and [and] subject to the said mortgage of the said plaintiff, and that all of the defendants in this action have been legally summoned. And it is therefore considered, ordered, and decreed by this court that the said defendants, Maria Candida Bolcoff, Jose Bolcoff, Juan Bolcoff, Isaac E. Davis, Albion P. Jordan, and George Parsons, and each and every of them is forever barred and foreclosed of all of their and any of right, title, interest and claim in the said above-described premises, except under the statutes in such cases made and provided, acquired from the said first four named defendants since the date of the said mortgage.

And it is further ordered, adjudged, and decred by this court that said plaintiff have and recover of the said defendants, Maria Candida Bolcoff, Jose Bolcoff, Francisco Bolcoff, Juan Bolcoff, the sum
766 of eight thousand and seventy-eight dollars, principal debt, and the further sum of five thousand seven hundred and four 22-100 dollars interest thereon, to date together with accruing interest on the said original debet, at the rate of 3 per cent. per month, from this date, and interest on the said sum of $5,704 14-100, at the rate of ten per cent per annum; that the said mortgaged premises be sold by the sheriff of said county, according to law; that out of the proceeds of said sale he pay to the clerk of the said court, or to the plaintiffs herein the said sum of $13,782 14-100 together with costs of court; and that he pay to the first four named defendants any surpurlus arising herein, and that in case the said proceeds of said sale shall be insufficient to pay said sum of money, with costs and expenses, aforesaid, and accruing interest and costs, that the said plaintiff have execution against the said defendants, Maria Candida Bolcoff, Jose Bolcoff, Francisco Bolcoff, and Juan Bolcoff, for
767 such sum that may remain, afer deducting the amount that may be raised, out of the said mortgaged premises.

(Signed) C. P. HESTER,
Dist. Judge.

This judgment is fully satisfied this 20th day of November, 1857.
MOSES A. MEADER.
J. F. J. BENNETT,
Cerk of District Court.

Principal debt	$8,078 00
Interest to judgment accruing out on principal	5,704 22
Interest at 10 p. 100 per an. on $5,704 22-100	
Clerk's costs	127 60
Sheriff's	22,00

Entered July 3, A. D. 1855.
Attest:

PETER TRACY, *Clerk.*
By H. F. PARSONS,
Deputy Clerk.

STATE OF CALIFORNIA, *County of Santa Cruz, ss:*

I hereby certify that the foregoing is a full, true and correct copy of a judgment in record in my office, in vol. I of judgments, page 64 and following. As witness my hand and the seal of said court this 13th day of Nov., A. D. 1855.

D. J. HARLAND, *Clerk.*
By JAMES Q. WANZER, *Deputy.*

[SEAL.]
[5 ct. stamp.]

768

769 In the District Court, 3rd judicial dist., county of Santa Cruz, California.

Exhibit 24. *D.* 2.—*Sheriff's cert. of sale to M. A. Meader.*

MOSES A. MEADER.
vs.
MARIA CANDIDA BOLCOFF, Jose Bolcoff, Juan Bolcoff, Francisco Bolcoff *et als.*

To all whom it may concern: Know ye that I, Leander G. Caldwell, sheriff of the said county of Santa Cruz, do hereby certify, that by virtue of an execution in the above-entitled cause, tested the eighth day of July, A. D. 1855, by which I was directed and commanded, out of certain premises hereinafter described, if sufficient, I should cause to be made by distress and sale the sum of eight thousand and seventy-eight dollars principal, with the further sum of five thousand seven hundred and four 22-100 dollars, interest thereon, to judgment, together with accruing interest on said principal, at 3 per cent. per month from the 2nd day of July, A. D. 1855; as also interest on said sum of $5,704 14-100, at rate of 10 per cent. per annum, from said 2nd day of July, A. D. 1855, together with
770 the further sum of $149 60-100, costs of suit, as also all other expenses accruing under the said writ of execution, as by the said writ reference being thereto had, will more fully appear.

I levied upon, and this day sold at public vendue, in accordance

with the statute in such case made and provided, unto Moses A. Meader, who was the highest bidder, for the sum of six thousand nine hundred dollars, which said amount was the whole consideration of such sale, the aforementioned real estate as described as follows, to wit: Beginning at a point on the Bay of Monterey, at the southwest corner of Eli Moore's land, and running thence westerly along the sea beach about three miles to the mouth of a small stream of water running just beyond where Alfred Baldwin now lives, known as the western boundary of Joseph L. Majors' portion of the Refugio Rancho; thence from the mouth of said stream up to the middle channel thereof in a northerly course for three miles; thence easterly to the western boundary of the lands of Meader, striking the said line at a point three miles northerly of the place of beginning; thence from said Meader's line southerly to the public road leading up the coast from said Moore's dwelling house; thence easterly along
771 the said road to the northwest corner of said Moore's land, in a southerly direction, to the place of beginning, said premises being bounded south by the Bay of Monterey, on the east by said stream of water, north by the Santa Cruz mountains, and on the east by Meader's land. And that the said premises are subject to redemption, and that the said sale will become absolute, at the expiration of six months from this date, to wit, on the first day of February, A. D. 1856, and the said Moses A. Meader, or his legal representatives will be entitled to a conveyance for the same, pursuant to law, unless the said described premises shall be redeemed.

Given under my hand this the first day of August, A. D. 1855.

Attest: L. G. CALDWELL, *Sheriff*.

(In duplicate.)

Memo. of costs paid by M. A. Meder, under the execution:

Paid L. G. Caldwell	150	00
" Williams	21	00
" P. Tracy	141	00
" certificates	2	00
" filing same		50
	314	50

772 Duplicate filed with co. recorder August 1, 1855.

P. TRACY, *Recorder*.

By H. F. PARSONS,
Dep. Recorder.

Filed Decemb. 22, 1859.

D. J. HASLAM, *Clerk*.

By EDW. L. WILLIAMS, *Deputy*.

773 D 3.—*Exhibit 25.—Deed—L. G. Caldwell, sheriff, to M. A. Meader.*

This indenture, made this fifteenth day of February, A. D. 1856, between Leander G. Caldwell, sheriff of the county of Santa Cruz, of the first part, and Moses A. Meader, of the county of Santa Cruz, of the second part, witnesseth: That whereas on the second day of July, A. D. 1855, it was ordered, adjudged, and decreed by the District Court of the third judicial district, county of Santa Cruz and State of California, in a cause therein pending, in which Moses A. Meader was complainant, and Maria Candida Bolcoff, Jose Bolcoff, Francisco Bolcoff, Juan Bolcoff, Isaac E. Davis, Albion P. Jordan, and George Parsons were defendants, that the said Moses A. Meader have and recover of the said Maria Candida Bolcoff, Jose Bolcoff, Francisco Bolcoff, and Juan Bolcoff the sum of eight thousand and seventy-eight dollars, principal debt, and the further sum of five thousand seven hundred and four dollars and twenty-two cents, interest, with interest on the said original debt at the rate of three per cent. pr. month, and interest on the said sum of five
774 thousand seven hundred and four dollars and fourteen cents, at the rate of ten per cent. per annum; and also that the following described tract of land, situated in the county of Santa Cruz and State of California, and bounded by a line beginning at a point on the Bay of Monterey at the southwest corner of Eli Moore's land, and running thence westerly along the sea beach, about three miles, to the mouth of a small stream of water, running just beyond where Alfred Baldwin now lives, known as the Baldwin creek; thence from the mouth of said stream up the middle channel thereof in a northerly course for three miles; thence easterly to the western boundary of the lands of Meader, striking the said line at a point three miles northerly of the place of beginning; thence from said Meader's line southerly to the public road leading up the coast from said Moore's dwelling house; thence easterly along said road to the northwest corner of said Moore's land in a southerly direction to the place of beginning, conveyed by the said Maria Candida Bolcoff, Jose Bolcoff, Francisco Bolcoff, and Juan Bolcoff, to the said Moses A. Meader, in mortgage, on the nineteenth day of March, A. D. 1853, to secure the payment of the said sum of eight thousand and seventy-eight
775 dollars, principal debt, with interest, thence as aforesaid, be sold by the sheriff of said county of Santa Cruz, according to law, and that out of the proceeds of said sale, he should pay to the clerk of the said court, or to the said Moses A. Meader, the said sum of thirteen thousand seven hundred and eighty-two dollars and fourteen cents, with costs of court; and whereas afterwards, to wit, on eighth day of July, A. D. 1855, a writ of execution was issued by the clerk of said court, and under the seal thereof, in pursuance of the said judgment and decretal order, and delivered to the said sheriff, commanding him that out of the said mortgaged premises, if sufficient, he should cause to be made by distress and sale the said sum of eight thousand and seventy-eight dollars, principal debt, with the further

sum of five thousand seven hundred and four dollars and twenty-two cents, interest thereon to judgment, together with accruing interest on said principal sum, at the rate of three per cent. per month, from the said second day of July, A. D. 1855, as also interest on said sum of five thousand seven hundred and four dollars and twenty-two cents, at the rate of ten per cent. per annum from said second day of July, A. D. 1855, together with the further sum of one hun-
776 dred and forty-nine dollars, costs of suit, as also all other expenses accruing under the said writ of execution, as by the said writ, reference being thereunto had, will more fully appear; and whereas the said sheriff, in obedience to the command of the said writ, and in pursuance of said decretal order, did levy upon and seize the tract of land hereinbefore described, being the lot or piece of land mentioned in the complainant's bill, and did, on the first day of August, one thousand eight hundred and fifty-five, offer the same for sale at public auction, at the court-house door of the county of Santa Cruz, having first given public notice of the time and place of said sale by advertising the same according to law, at which sale the said premises were struck off to the said Moses A. Meader, party of the second part, for the sum of six thousand nine hundred dollars, he being the higest bidder, and that being the highest sum bidden for the same; and whereas the whole of the said purchase money has been paid; and whereas the said premises, after the expiration of six months from the time of said sale, remained unredeemed, and no creditor of the said Maria Candida Bolcoff, Jose Bolcoff, Francisco Bolcoff, or Juan Bolcoff, or either of them, have acquired the
777 the right and title of the said purchaser, according to the statute in such case made and provided: Now, this indenture witnesseth, that the said Leander G. Caldwell, sheriff as aforesaid, to carry into effect the said sale as aforesaid, made in pursuance of said execution and decretal order, in consideration of the premises, and of the said sum of six thousand nine hundred dollars to him in hand paid by the said Moses A. Meader, which he, the said Leander G. Caldwell, sheriff, party of the first part, doth hereby acknowledge, has granted, bargained, sold, and conveyed, and by these presents doth grant, bargain, sell, and convey unto the said Moses A. Meader, his heirs and assigns, forever, the tract of land situated, lying and being in the county of Santa Cruz, and bounded as hereinbefore described, it being the same land that was conveyed to the said Moses A. Meader by Maria Candida Bolcoff, Jose Bolcoff, Francisco Bolcoff, and Juan Bolcoff by deed of mortgage, bearing date the nineteenth day of March, A. D. 1853, and of record in the office of the county recorder of the county of Santa Cruz, to which deed refer-
778 ence is hereby made for a more particular description of the premises, which said land was sold by the said sheriff at public auction as aforesaid, under the power given him as aforesaid; to have and to hold the said above-described and conveyed premises unto the said party of the second part, his heirs and assigns, forever, as fully and absolutely as the said party of the first part, as sheriff as aforesaid, can or ought to convey the same, by virtue of

the said writ of execution, decretal order, and the law relating thereto.

In witness whereof, the said party of the first part hath hereunto set his hand and seal the day and year first above written.

[SEAL.] L. G. CALDWELL, *Sheriff*.

Witnesses:

The letters "there" first erased before signing, and the words "with interest" first interlined.

JOHN H. COULT.
HENRY F. PARSONS.

STATE OF CALIFORNIA, *County of Santa Cruz, ss*:

On this fifteenth day of February, A. D. 1856, personally appeared before me, J. C. Willson, county clerk in and for said county,
779 Leander G. Caldwell, sheriff in and for the county aforesaid, to me know to be the same person described in and who executed the foregoing conveyance, and acknowledged that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and official seal the day and year last mentioned.

[SEAL.] J. C. WILLSON,
County Clerk.

Filed for record, Feb'y 15th, 1856, at 3 p. m., by J. A. Coult.

J. C, WILLSON, *Recorder*.

This is to certify that the within conveyance is recorded in vol 3, of records of Santa Cruz county, on pages 217–18–19.

J. C. WILLSON, *Recorder*.

Filed Decemb. 22, 1859.

D. J, HARLAM, *Clerk*.
By E. L. WILLIAMS, *Deputy*.

780
781 *Exhibit* 26.—*Transcript of Judgment*.

Judgment debtor: Maria Candida Bolcoff, Jose Bolcoff, Francisco Bolcoff, and Juan Bolcoff.

M. A. MEADER,
vs.
M. C. BOLCOFF and others.

Judgment creditor: Moses A. Meader.

Amount of judgment. Principal debt, $8,078. Interest to judgment, 5,704 22-100. Interest at 3 p. c. per mo. on principal and interest at 10 p. c. per an., on $5,704 22-100. Clerk's costs, $127 00; sheriff's, $22 00. Page judgm. book; vol 1, page 64. Satisfaction by release of plaintiff this 20th day of Novemb., A. D. 1857.

Clerk's office 3rd District Court, judicial dist.

782 MOSES A. MEADER
vs.
M. C. BOLCOFF, *et al.*

STATE OF CALIFORNIA, *County of Santa Cruz, ss*:

This is to certify that the foregoing is a full, true, and correct transcript of the entries in the above-entitled case, as the same appears in the judgment docket kept in my office.

Attest my signature and the seal of the said court, this 13th day of November, A. D. 1865.

[SEAL.] D. J. HARLAM, *Clerk*.
By JAMES A. WENZER, *Deputy Clerk*.

[5 cent. int. rev. stamp cancelled.]

In the District Court of the 3d district.

783 *Exhibit* 27.—*E* 1.—*Execution.—M. A. Meader vs. M. C. Bolcoff and others.*

MOSES A. MEADER
vs.
MARIA CANDIDA BOLCOFF, JOSE BOLCOFF, JUAN Bolcoff, Francisco B 'coff, Isaac E. Davis, *et als.*

STATE OF CALIFORNIA, *County of Santa Cruz*:

The people of the State of California to the sheriff of Santa Cruz county, greeting:

Whereas judgment was rendered in the District Court of the third judicial district in and for said county and State, on the second day of July, A. D. 1855, against the first four named defendants, and in favor of said plaintiff, for the sum of $8,078 00 principal debt, with the further sum of $5,704 14, interest thereon to date of judgment, together with accruing interest on the said principal debt at the rate of 3 per cent. per month, from said second day of July, as also interest on said sum of $5,704 14 at the rate of ten per cent. per annum from second day of July, 1855, and

784 ordering and decreeing that certain mortgaged premises therein described, belonging to said defendants, be sold in accordance with law, and that out of the proceeds of said sale there be paid to the clerk of this court, or to the said plaintiff, the said sum of $13,782 14, together with all accruing costs and interests; and whereas it was further decreed that in case the sale of said premises should be insufficient to satisfy said sum of $13,782 14 and accruing interest and costs, that the plaintiff should have execution against the first four named defendants for the amount remaining unpaid after deducting the proceeds of said sale; and whereas it appears by the return of the writ issued for the sale of said premises, that said

premises were sold on the first day of August, 1855, for the sum of six thousand nine hundred dollars to Moses A. Meader, he being the highest bidder for the same; and it further appearing that after deducting from the amount of the judgment and accruing interest and costs, the proceeds of sale there is yet remaining due and unpaid to the plaintiff, from defendants, the principal sum of $7,409 19, with interest thereon at the rate of three per cent. per month since the first day of August, A. D. 1855, that being the day on which
785 said premises were sold as aforesaid. These presents are therefore to command you, that out of the personal property of the Jose Bolcoff, Maria Candida Bolcoff, Francisco Bolcoff, and Juan Bolcoff, and if sufficient personal property cannot be found, then out of the real property owned by them on the first day of July, A. D. 1855, and in case a sufficient amount of property belonging to the said defendants jointly, cannot be found, then out of the several property of either of them, belonging to them on the 3d day of July, A. D., 1855, you levy and cause to be made by distress and sale the said principal sum of $7,409 19, with interest thereon at the rate of three per cent. per month, from the first day of August, A. D. 1855, and all charges which may lawfully accrue, under and by virtue of this writ, and hereof make ye due and legal service, and return to me in thirty days from your receipt hereof.

Witness my hand the seal of the District Court aforesaid this 31st day of October, 1855.

[SEAL.] J. C. WILLSON, *Clerk.*

786 I hereby certify that I received the within execution this the 31st day of October, 1855, at about 3 o'clock, p. m.

O. K. STAMPLY, *Sheriff.*

By virtue of the within execution I have levied upon and taken in execution all of the right, title, and interest of Maria Candida Bolcoff, Jose Balcoff, Juan Bolcoff, Francisco Bolcoff, or either of them, to the following property, to wit:

The tract of land in Santa Cruz, called by the name of Rancho Refugio, bounded on the north by the summit of the mountains; on the east by a rock in the sea, at the mouth of a creek, called San Hone Grander, running along what was formerly known as the mission lands of Santa Cruz, to a blunt top redwood tree, and from that to the top of the mountains; and on the west by the creek called Arraya de la Laguna Palo, containing about three leagues from east to west, and 2 leagues and 590 varas from north to south.

Santa Cruz, Oct'r 31, 1855.

O. K. STAMPLEY, *Sheriff.*

787 Sale postponed until the 5th of February, by order of plaintiff's attorney.

Nov. 21, 1855.

O. K. STAMPLEY, *Sheriff.*

And after due and legal notice I have sold the property described in the within levy to Moses A. Meader for one thousand dollars, he being the highest bidder, on Feb'y 5, 1856.

O. K. STAMPLEY, *Sheriff.*

Filed April 20, 1863.

D. J. HARLAM, *Clerk.*

STATE OF CALIFORNIA, *County of Santa Cruz* :

I, F. F. Tidball, county clerk, and ex-officio clerk of the District Court in and for said county, certify the foregoing to be a full and correct copy of an execution and the certificate and endorsements thereon in the cause entitled Moses A. Meader against Jose Bolcoff *et al.*, and now on file in my office.

788 Witness my hand and the seal of the District Court this 30th day of June, A. D. 1866.

[SEAL.] F. F. TIDBALL, *Clerk.*

[Int. rev. stamp, 5 c., can'd.]

789 District Court of the third judicial district, county of Santa Cruz.

Exhibit 28.—*E* 2.—*Certificate of sheriff's sale to M. A. Meader.*

MOSES A. MEADER
vs.
MARIA CANDIDA BOLCOFF, JOSE BOLCOFF, Juan Bolcoff, Francisco Bolcoff, Isaac E. Davis, Albian P. Jordan, and George Parsons.

I, O. K. Stampley, sheriff of the county of Santa Cruz, do hereby certify that by virtue of an execution in the above cause, tested the thirty-first day of October, A. D. 1855, by which I was commanded out of the personal property of the said Jose Bolcoff, Maria Candida Bolcoff, Francisco Bolcoff, and Juan Bolcoff, and if sufficient personal property could not be found, then out of the real property owned by them on the 3rd day of July, A. D. 1855, and in case a sufficient amount of property belonging to the said defendants jointly cannot be

790 found, then out of the general property of either of them, belonging to them on the third day of July, A. D. 1855, to levy and cause to be made by distress and sale the sum of seven thousand four hundred and nine dollars and nineteen cents, with interest thereon at the rate of three per cent. per month from the first day of August, A. D. 1855, and all charges which might lawfully accrue, under and by virtue of said writ, as by the said writ of execution, reference thereunto being had, more fully appears, I have levied upon, and after due notice given according to law, have this day sold at public sale, according to the statute in such cases made and provided, to Moses A. Meader, who was the highest bidder, for the sum of one

thousand dollars, which was the whole consideration of such sale, the real estate described as follows, to wit: All of the right, title, and interest of Maria Candida Bolcoff, Jose Bolcoff, Juan Bolcoff, and Francisco Bolcoff, or either of them, the same being an undivided half, to the following property, to wit: The tract of land in Santa Cruz county called by the name of "Rancho Refugio," bounded
791 on the north by the summit of the mountain, on the east by a rock in the sea, at the mouth of a creek called San Jon Grande, running along what was formerly known as the mission lands of Santa Cruz, to a blunt top redwood tree, and from that to the top of the mountains; and on the west by a creek called Arrago de la Laguna Palo, containing about three leagues from east to west, and two leagues and five hundred varas from north to south; and that the said real estate is subject to redemption, and that the said sale will become absolute at the expiration of six months from this day, to wit, on the fifth day of August, A. D. 1856; and the said Moses A. Meader, or his assigns, be entitled to conveyances pursuant to law, unless the said property shall be redeemed.

Given under my hand and seal this fifth day of February, A. D. 1856.

[SEAL.] O. K. STAMPLEY, *Sheriff.*

Filed February 7, 1856.

J. C. WILSON, *Recorder.*

792

793 *Exhibit* 29.—*E* 3.—*Deed. Sheriff of Santa Cruz to Moses A. Meader.*

This indenture, made and executed this eighth day of August, A. D. 1856, by O. K. Stampley, sheriff of the county of Santa Cruz, in the State of California, witnesseth: That whereas, by a certain order of sale, issued out of the District Court of the third judicial district of the State of California, in the action of Moses A. Meader against Isaac E. Davis, Albion P. Jordan and George Parsons, Maria Candida Bolcoff, Jose Bolcoff, Juan Bolcoff, Francisco Bolcoff, duly attested the 31st day of October, A. D. 1855, and to me as such sheriff duly directed and delivered, I was commanded to sell the property hereinafter described at public auction, according to law, and to apply the proceeds of such sale towards the satisfaction of the judgment in said action, amounting to the sum of seven thousand four hundred and nine 19-100 dollars, and the interest thereon, and costs of suit and expenses of sale, as by the said order of sale, reference thereunto being had, more fully appears.

794 And whereas, in pursuance of said order of sale, I did duly levy on, and on the fifth day of February, A. D. 1856, at 12 o'clock, noon, at the court-house door in the county of Santa Cruz, in said State, I did duly sell the premises hereinafter described at auction, according to law, to Moses A. Meader, who was the highest bidder therefor, for the sum of one thousand dollars, which was the whole price paid by him for the same, I having first given due notice

of the said sale, by publication of the said time and place thereof, and of the description of said property hereinafter set forth, once in each week for twenty-one days, by posting copies of such notice and description daily for the same period in three public places of the township where the property is situated, in the said county of Santa Cruz.

And whereas, the time allowed by law for the redemption of said property has expired without such redemption having been made—

Now, therefore, I, the said O. K. Stampley, sheriff of the said county of Santa Cruz, in pursuance of the said order of sale, and of the statute in such cases made and provided, and for and in consideration of the payment to me of the said sum of one thousand dollars, so bid as aforesaid, the receipt whereof is hereby acknowledged,

have granted, bargained, sold, conveyed, and confirmed, and
795 by these presents do grant, bargain, sell, convey, and confirm unto the said Moses A. Meader, his heirs and assigns, the real estate in said order of sale described as follows, to wit: All of the right, title, and interest of Maria Candida Bolcoff, Jose Bolcoff, Juan Bolcoff, and Francisco Bolcoff, or either of them, the same being an undivided half to the following property, to wit: The tract of land in Santa Cruz county, called by the name of Rancho Refugio, bounded as follows: Commencing at a rock on the sea shore, at the mouth of San Leone Grande creek; thence running in a straight line in a northerly direction to a dry-top redwood tree; thence northerly and northwesterly along the divide to a red oak tree marked with a cross; thence along the summit of the mountain to the Laguna creek; thence along the sea shore to the place of beginning, containing about three leagues from east to west, and two leagues and five hundred varas from north to south; to have and to hold the same unto Moses A. Meader, his heirs and assigns, forever.

In witness whereof, I, the said sheriff, have hereunto set
796 my hand and affixed my seal the day and year first above written.

O. A. STAMPLEY, *Sheriff.*

Signed, sealed, and delivered in presence of—
J. C. WILLSON.

STATE OF CALIFORNIA, *County of Santa Cruz, ss:*

On this ninth day of August, A. D. one thousand eight hundred and fifty-six, before me, J. C. Willson, county clerk in and for said county, personally appeared O. K. Stampley, sheriff of the county of Santa Cruz, to me known to be the individual described in and who executed the annexed instrument, and acknowledged that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

J. C. WILSON, *County Clerk.*

Filed for record Aug. 8, 1856, at 11 o'clock, by O. K. Stampley, sheriff.

J. C. WILLSON, *Recorder.*

797 *Exhibit* 30 *E.* 4.—*Deed.—M. Bolcoff and others to M. A. Meader.*

Maria Candida Bolcoff, Jose Bolcoff, Juan Bolcoff, and Francisco Bolcoff, per sheriff of Santa Cruz, to Moses A. Meader.

This indenture, made and executed this second day of September, A. D. 1856, by O. K. Stampley, sheriff of the county of Santa Cruz, in the State of California, witnesseth: That whereas, in and by a certain order of sale issued out of the District Court of the third judicial district of the State of California, in the action of Moses A. Meader against Maria Candida Bolcoff, Jose Bolcoff, Juan Bolcoff, Francisco Bolcoff, Isaac E. Davis, Albion P. Jordan, and George Parsons, duly attested the 31st day of October, A. D. 1855, and to me as such sheriff duly directed and delivered, I was commanded to sell the property hereinafter described at public auction, according to law, and to apply the proceeds of such sale towards
798 the satisfaction of the judgment in said action, amounting to the sum of seven thousand four hundred and nine 19-100 dollars, and interest thereon, and costs of said suit and expenses of sale, as by the said order of sale, reference being thereunto had, more fully appears.

And whereas, in pursuance of said order of sale, I duly levy on and on the 5th day of February, A. D. 1856, at 12 o'clock, noon, at the court-house doors, in the county of Santa Cruz, in said State, I did duly sell the premises hereinafter described at public auction, according to law, to Moses A. Meader, who was the highest bidder therefor, for the sum of one thousend dollars, which was the whole price paid by him for the same, I having first given due notice of the said sale by publication of the said time and place thereof, and of the description of said property hereinafter set forth, once in each week for twenty-one days, by posting copies of such notice and description daily for the same period in three public places of the township where the property is situated, in the said county
799 of Santa Cruz. And whereas the time allowed by law for the redemption of said property has expired without such redemption having been made: now, therefore, I, the said O. K. Stampley, sheriff of the said county of Santa Cruz, in pursuance of the said order of sale, and of the statute in such case made and provided, and for and in consideration of the payment to me of the said sum of one thousand dollars so bid as aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold, conveyed, and confirmed, and by these presents do grant, bargain, sell, convey, and confirm unto the said Moses A. Meader, his heirs and assigns, the real estate in said order of sale described as follows, to wit: All of the right, title, and interest of Maria Candida Bolcoff, Jose Bolcoff, Juan Bolcoff, and Francisco Bolcoff, or either of them, to the following described property, to wit: The tract of land in Santa Cruz county, called by the name of Rancho Refugio, bounded as follows: Commencing at a rock on the sea shore at the mouth of the San Jone Grande; thence running in a straight line in a northerly

direction to a dry-top redwood tree; thence northerly and
800 northwesterly along the divide to a red oak tree, marked with a cross; thence along the summit of the mountain to the laguna creek; thence down said Laguna creek to the sea shore; thence along the sea shore to the place of beginning, containing about three leagues from east to west, and two leagues and five hundred varas from north to south; to have and to hold the same unto the said Moses A. Meader, his heirs and assigns, forever.

In witness whereof, I, the said sheriff, have hereunto set my hand, affixed my seal, the day and year first above written.

[SEAL.] O. R. STAMPLEY, *Sheriff.*

Signed, sealed, and delivered in presence of—
B. A. MILES.
J. H. WATSON.

STATE OF CALIFORNIA, *County of Santa Cruz:*

On this 2nd day of September, A. D. 1856, before me, J. C. Willson, county clerk in and for said county, personally came R. H. Miles, known to me to be the person whose name is sub-
801 scribed to the foregoing instrument as a witness to the execution thereof, who, being duly sworn says that he was present and did see O. K. Stampley, sheriff of said county, sign, seal, and deliver the same as for his voluntary act and deed; whereupon he subscribed his name thereto as a witness to the execution thereof.

Attest my hand and official seal the day and year last above-written.

[SEAL.] J. C. WILSON, *County Clerk.*

Filed for record Sept. 2, 1856, at 6½ p. m., by B. H. Miles. Recorded Sep. 10, 1856.

J. C. WILSON, *Recorder.*

STATE OF CALIFORNIA,
County of Santa Cruz, ss:

I, F. F. Tidball, county clerk and ex-officio county recorder in and for said county, certify the foregoing to be a full, true, and correct copy of a deed recorded in my office in volume three of deeds, on page 311 and 312.

Witness my hand and official seal this 29th day of June, 1866.

[SEAL.] F. F. TIDBALL.
County Recorder.

802

803 *Exhibit* 31.—*E* 5.—*Deed.—A. K. Campley, sheriff, to M. A. Meader.*

This indenture made this twelfth day of April, A. D. 1859, between O. K. Stampley, as sheriff of the county of Santa Cruz, of the first part, and Moses A. Meader of the county of Santa Cruz and State of California, of the second part: Whereas, by virtue of alias writ of

execution issued out of and made under the seal of the District Court of the county of Santa Cruz at the suit of Moses A. Meader against Maria Candida Bolcoff, Jose Bolcoff, Francisco Bolcoff, Juan Bolcoff, and others, to the said sheriff, directed and delivered, commanding him that of the goods and chattels of the said Maria Candida Bolcoff, Jose Bolcoff, Juan Bolcoff, and Francisco Bolcoff, in his bailiwick, he should cause to be made certain moneys in the said writ specified, and if sufficient goods of the last named person could not be found, that then he should cause the amount of said judgment to be
804 made of the lands, tenements, and real estate, whereof the said last-named person was seized; and whereas, because sufficient goods and chattels of the last-named person in the said writ could not be found, whereof he, the said sheriff, could cause to be made the moneys specified in said writ, he, the said sheriff, did, in obedience to the said command, levy on, take, and seize all the estate right, title, and interest of the said last-named person of, in, and to the lands, tenements, real estate, and premises hereinafter particularly set forth and described with the appurtenances, and did, on the fifth day of February, A. D. 1856, sell all the right, title, and interest of the said last named person in and to the said premises, at public vendue, at the court house door in the town of Santa Cruz, in said county, between the hours of nine in the morning and five in the afternoon of that day, namely at twelve o'clock, he having first given notice of the time and place of such sale according to law, at which sale the right, title, and interest of the last-named person in and to said premises were struck off and sold to Moses A. Meader for the sum of one thousand dollars, he, the said Moses A. Meader, being the highest bidder, and that being the highest sum bidden for same; whereupon the said sheriff, after receiving from said
805 purchaser the said sum of money, so bidden, as aforesaid, gave to him such certificate as is by law directed to be given, and a certificate of such sale was duly filed in the office of the recorder of the county of Santa Cruz; and whereas, the six months after such sale thereof, have expired without any redemption of the said premises having been made:

Now this indenture witnesseth, that I, O. K. Stampley, the sheriff as aforesaid, by virtue of the said writ, and in pursuance of the statute in such case made and provided, for and in consideration of the sum of money above-mentioned, to me in hand paid as aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold, conveyed, and confirmed, and by these presents do grant, bargain, sell, convey, and confirm unto the said Moses A. Meader, his heirs or assigns, all the estate, right, title, and interest of the said person against whom the said writ of execution has been issued, as aforesaid, owned by them, or either of them, on the fifth day of February, A. D. 1856, of, in, and to the tract of land in the county of Santa Cruz, known, as Rancho Refugio, bounded on the north by the summit of the mountains, on the east by a rock
806 in the sea at the mouth of a creek called Sanjou Grande, running along what was formerly known as the mission lands of

Santa Cruz to a burnt top redwood tree; and from that to the top of mountains; on the west by the creek called Arrayo de la Laguna; and on the south by the Pacific ocean, containing about three leagues from east to west, and two leagues and four hundred varas from north to south, together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining; to have and to hold the said above-mentioned and described premises with the appurtenances unto the said Moses A. Meader, his heirs and assigns, forever, as fully and absolutely as A. K. Stampley, the sheriff aforesaid, can, may, or ought to, by virtue of the said writ and of the statute in such case made and provided, grant, bargain, sell, release, assign, convey, and confirm the same.

In witness whereof I, the said sheriff, have hereunto set my hand and seal the day and year first above-written.

[SEAL.] O. K. STAMPLEY, *Sheriff.*

807 STATE OF CALIFORNIA,
County of Santa Cruz, ss:

On this 13th day of April, A. D. 1859, before I. F. I. Bennett, clerk of the county court in and for the county of Santa Cruz and State of California, personally came O. K. Stampley, personally known to me to be the individual described in and who executed the annexed conveyance as a party thereto, who duly acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

In witness whereof I have hereunto set my hand, affixed the seal of the county court the day and year last above-written.

[SEAL.] I. F. I. BENNETT,
County Clerk.

Filed Dec. 22, 1859.

D. J. HARLAM, *Clerk.*
By EDW'D L. WILLIAMS, *Deputy.*

Filed for record April 13, A. D. 1859, at 9 o'clock a. m. Rec'd per A. K. Stampley.

J. F. J. BENNETT,
County Recorder.

808 STATE OF CALIFORNIA,
County of Santa Cruz, ss:

This certifies that the foregoing deed is recorded in vol. 4 of records of Santa Cruz county on pages 333, 334, and that the same was recorded April 23, 1859.

J. F. J. BENNETT, *Co. Recorder.*

809 *Exhibit 32.—Deed—Jacinta Castro to M. A. Meader.*

15 SEPT'R, 1855.

STATE OF CALIFORNIA, *Solano county.*

This indenture entered into between Jacintha Castro, of the county of Solano, State aforesaid, of the first part, and Moses A. Meader, of the county of Santa Cruz, State aforesaid, of the second part, wit-

nesseth: That for and in consideration of the sum of two thousand dollars, the receipt whereof is hereby acknowledged, paid by the second party to the party of the first part, the party of the first part doth hereby sell, convey and release into the party of the second part all her right, title, and interest in and to the following described real estate, commencing at the mouth of Baldwin's creek, thence running up the middle of the channel of said creek three miles from the coast, said point being on the line of Moses A. Meader's land previously purchased; thence southerly along the
810 line of said Meader's land and the land of Eli Moore till it strikes the coast; thence along the coast to the place of beginning, containing one league, more or less, said tract of land being a part of the rancho known as the Refugio Rancho, and situate in the county of Santa Cruz.

In testimony whereof, the party of the first part doth hereby set her hand and seal the date above written.

The word "and" scratched, and the word "interest" interlined before signing.

15th Sept'r, 1855.

JACINTA CASTRO.

[SEAL.]

Attest:

SADOC VILARRASA, *O. P.*

JNO. H. WATSON.

STATE OF CALIFORNIA, *County of Santa Cruz, ss*:

Be it remembered, that on the 3rd day of November, A. D. 1855, before me, F. C. Wilson, county clerk in and for the county of Santa Cruz, personally came John H. Watson, to me personally known to be the person whose name is subscribed to the foregoing instrument of conveyance, who, being by me duly sworn, did make oath
811 and say that he knows Jacinta Castro, the individual described in the foregoing conveyance, and whose name is subscribed thereto as a party, and who executed the same; that he was present and did see the said Jacinta Castro sign, seal, and deliver the same as for her voluntary act and deed, and that the said Jacinta Castro then acknowledged the execution thereof, whereupon the said John A. Watson, subscribed his name thereto as a witness thereof.

In witness whereof, I have hereunto set my hand and the seal of the county court, at the county of Santa Cruz, the third day of November, A. D. 1855.

J. C. WILLSON,
County Clerk.

Filed for record, A. D. 1855, at 7½ p. m., by R. F. Peckham.

J. C. WILLSON,
County Recorder.

This is to certify that the within annexed conveyance is recorded in vol. 3, of "records" of Santa Cruz county, on page 163.

J. C. WILLSON,
County Clerk, ex-officio Recorder Santa Cruz County.

112
113 *Exhibit* 33.—I 2.—*Deed—M. A. Meader to Ignacio Castro.*

Know all men by these presents, that I, Moses A. Meader, of the county of Santa Cruz and State of California, for and in consideration of the sum of five dollars to me in hand paid by Ignacio Castro, of the county and State aforesaid, the receipt whereof I do hereby acknowledge, have bargained, sold and quit claimed, and by these presents do bargain, sell and quit claim unto the said Ignacio Castro, and to his heirs and assigns, forever, all of my right, title and interest, both at law and in equity, of, in, and to all that certain piece or parcel of land situate in the county of Santa Cruz and described as follows, to wit: Commencing at the mouth of a creek near where Alfred Baldwin now lives, and known as Balwin's creek; thence running up said creek to a mile from the coast in a straight line; thence north in a straight line to the summit of the mountains;
814 thence west to the Laguna creek; thence down said creek to to its mouth; thence along the sea beach to the place of beginning. It is understood that this deed is to embrace all within the aforesaid lines except one hundred acres, bounded as follows: Commencing at the mouth of the Balwin creek; thence running up said creek to a stake at or near the foot of the first table; thence in a westerly direction to the line of Dunlap's land; thence along the line of Dunlap to the sea; thence along the sea to the place of beginning, said tract containing one hundred acres, and to conform to the survey of Thomas Wright; to have and to hold the above-described premises, (the one hundred acres herein mentioned excepted,) with all and singular the hereditaments and appurtenances thereunto belonging unto himself, his heirs and assigns, forever.

In witness whereof, I have hereunto set my hand and seal this the third day of September, A. D. 1856.

[SEAL.] MOSES A. MEADER.

Signed, sealed and delivered in presence of—
B. A. MILES.
J. H. WUNDERLICK.

815 * STATE OF CALIFORNIA, *County of Santa Cruz.*

On this 3rd day of September, A. D. 1856, before me, J. C. Willson, county clerk, in and for said county, personally came Moses A. Meader, known to me to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Witness my hand and official seal.

[SEAL.] J. C. WILLSON,
County Clerk.

Filed for record, Septemb. 3, 1856, at 10½ a. m., by R. A. Miles
Recorded, September 12, 1856.

J. C. WILLSON, *Recorder.*

STATE OF CALIFORNIA, *County of Santa Cruz.*

I, J. F. J. Bennett, county clerk and ex-officio recorder in and for said county, hereby certify that the annexed and foregoing is a full, true, and correct copy of a deed from Moses A. Meader to Ignacio Castro, as the same appear sof record in volume 3, of records
816 of said county, on pages 317 and '18.

Attest my hand and official seal.

J. F. J. BENNETT, *County Recorder.*

817 *Exhibit* 34.—*I.—Deed. Ignacio Castro to William Dunlap.*

Whereas, by contract, on record in the recorder's office of Santa Cruz county, between Moses A. Meader, of the one part, and Jose Bolcoff, Juan Bolcoff, Candida Bolcoff, and Francisco Bolcoff of the second part, it was agreed that on the confirmation of the title of the Rancho Refugio, situated in the county aforesaid, that the party of the first part, Moses A. Meader, should execute to me a title to all the lands in said rancho and outside of his mortgage, which reaches westward to Baldwin's creek: Now, in virtue of this contract, by which the title is to rest in me, know all men by these presents that I, Ignacio Castro, of the county of Santa Cruz and State of California, party of the first part, for and in consideration of the sum of three hundred dollars to me in hand, paid by William Dunlap, of the State and county aforesaid, party of the second part, the receipt whereof is hereby acknowledged, do grant, bargain, sell, remise, release, and forever quit claim unto William Dunlap, aforesaid, his heirs and assigns, all of my right, title, and interest in and to
818 all that certain piece or parcel of land commencing at a redwood stake and mound of earth on the hill side northeast of Dunlap's house; thence by true meridian mag. var'n N. 15, 30 east, north, 66° ; west, 16 50-100 chains, to a stake and mound at the N. W. corner of Dunlap's fence; thence S. 39° west to the ocean; thence following indentation of the bluff to a point near Chimney rock, marked by a stake, which bears south 24° west from place of beginning; thence from said stake on the beach, north 24° east to beginning, containing 83 acres, a little more or less; and also fifteen acres on the west, and adjoining said track, to be laid off equi distant from the westward line, and to extend its whole length, together with all the buildings, improvements, and appurtenances thereunto belonging or in any wise appertaining.

In witness whereof, I have hereunto set my hand and seal the 29th day of December, 1855.

his
IGNACIO + CASTRO.
mark.

Witness:

The words "John A. Watson" erased, and the words "Ignacio Castro" interlined before signing; also the words "his heirs" first interlined.

Attest:

JOHN H. WATSON.

819 STATE OF CALIFORNIA, *County of Santa Cruz*:

On this twenty-ninth day of December, A. D. 1855, personally appeared before me, a justice of the peace, in and for the Pajaro township, in the county and State aforesaid, Ignacio Castro, known to me to be the person described in and who executed the foregoing instrument, who acknowtedged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

SAMUEL COMSTOCK,
Justice of the Peace for Pajaro Township.

Filed for record January 2, 1865, at 4 a. m., by William Dunlap. Recorded Jan'y 15, '56.

J. C. WILLSON, *Recorder.*

STATE OF CALIFORNIA, *County of Santa Cruz, ss*:

I hereby certify that the foregoing is a correct copy of a deed on record in my office, in vol. 3 of records, page 189, &c. As witness my hand and official seal this eleventh day of November, A. D. 1865.

[SEAL.]

D. J. HARLAM, *Co. Recorder.*
By JAMES Q. WANZER, *Deputy.*

[Int. rev. stamp, 5-cent.]

820
821 *Exhibit* 35.—*I* 3.—*Deed. William Dunlap to Geo. Pace.*

This indenture, made at Santa Cruz this eighth day of November, A. D. 1854, by and between William Dunlap, of Santa Cruz and State of California, party of the first part, and George Pace, of the said county and State, party of the second part, witnesseth: That the said party of the first, for and in consideration of the sum of seven hundred and fifty dollars, lawful money of the United States of America, to him in hand paid by the said party of the second part, at or before the inserting and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell, and convey unto the second part, his heirs and assigns, forever, all that certain tract, piece or parcel of land situated in the said county and State, and bounded and described as follows: Commencing at a redwood stake and mound of earth on the hillside northeast of the house formerly inhabited by the said party of the first part, and situated on
822 the Refugio Ransho, in the township of Santa Cruz, in said county and State; thence by true meridian magnetic variation north, fifteen degrees and thirty minutes; east, north sixty-six degrees; west, twenty-two 29-100 chains, to a redwood stake; south, thirty-nine degrees; west, twenty-seven 10-100 chains to the ocean; thence following indentation of the bluff to a point near Chimney rock, marked by a stake which bears south twenty-four degrees west, from place of beginning; thence from said stake on the beach north

twenty-four degrees; east, forty-one 71-100 chains, to the place of beginning, containing thirty-six acres, together with all and singular the tenements, hereditaments, and appurtenacces thereunto belonging and appertaining, and also all the estate, right, title, interest and possession of the said party of the first part of, in, and to said premises, and every part and parcel thereof, whether in law or in equity, in possession or in expectancy, present or future; to have and to hold all and singular the above-described premises, with the appurtenances and every part and parcel thereof, unto the said party of the second part, his heirs and assigns, forever.

In witness whereof, the said party of the first part has hereunto set his hand and seal the day and year first above
823 written.

WILLIAM DUNLAP.

Signed, sealed and delivered in presence of
D. J. HASLAM,

STATE OF CALIFORNIA, *County of Santa Cruz, ss*:

On this eighth day of November, A. D. one thousand eight hundred and sixty-four, before me, D. J. Haslam, county clerk, and clerk of the county court in and for said county, personally appeared William Dunlap, personally known to me to be the individual described in and who executed the annexed instrument and acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

In witness whereof I have hereunto set my hand and affixed the seal of said court the day and year in this certificate first above written.

[SEAL.] D. J. HASLAM, *Clerk*.

Filed for record November 1st, 1854, at 9 a. m. Recorded at request of grantee.

824 STATE OF CALIFORNIA, *County of Santa Cruz, ss*:

I hereby certify that the within is a full, true, and correct copy of a deed on record in my office, in vol. 7 of records, page 76, and following.

As witness my hand and official seal this the 11th day of November, 1865.

[SEAL.] D. J. HASLAM, *Recorder*.
By JAMES Q. WANZER, *Deputy*.

[Int. rev. stamp, 5-cents.]

825 *Exhibit* 36.—*Deed.*—*M. A. Meader to B. B. Case.*

Know all men by these presents that I, Moses A. Meader, of the county of Santa Cruz, and State of California, for and in consideration of the sum of five dollars, to me in hand paid by Bascomb B. Case, of said county and State, the receipt whereof is hereby acknowl-

edged, have granted, bargained, sold, and quit claimed, and by these presents do grant, bargain, sell, and quit claim unto the said Bascomb B. Case, and to his heirs and assigns, all my right, title and interest in and to that certain tract of land on which the said Bascomb B. Case now lives, in the county aforesaid, and containing one hundred acres; for a more full description of which reference will be had unto the map hereunto annexed, which is made a part of this conveyance, together with appurtenances thereto belonging.

In witness whereof, I have hereunto set my hand and seal this the 22nd day of May, 1856.

[SEAL] MOSES A. MEADER.

Witness: THOMAS W. WRIGHT,
G. W. NUTTER.

826 STATE OF CALIFORNIA, *County of Santa Cruz:*

On this 24th day of May, A. D. 1856, personally appeared before me a justice of the peace in and for said county, Moses A. Meader, known to me to be the individual described in and who executed the foregoing instrument, and he acknowledged to me that he did the same freely and voluntarily and for the uses and purposes therein mentioned.

Witness my hand and seal the day and year above written.

[SEAL] JAMES MONTGOMERY,
Justice of the Peace.

[For plat see original record, page 826.]

I hereby certify this to be a plat of land surveyed by me on the 4th day of June, 1855, for Geo. W. Nutter and Bascomb B. Case.

J. W. WRIGHT,
County Surveyor, Santa Cruz County.

Filed for record June 3rd, 1856, at 10 a. m., by B. A. Case. Recorded next day.

J. C. WILSON, *Recorder*

827 STATE OF CALIFORNIA *County of Santa Cruz, ss:*

I, F. F. Tidball, county recorder in and for said county, certify the foregoing to be a full, true, and correct copy of a deed recorded in my office, in volume 3, on page 282, of deeds.

Witness my hand and official seal this 5th day of July, A. D. 1866.

[SEAL.] F. F. TIDBALL.
County Recorder.

828

829 *Exhibit* 37.—*H* 2.—*Deed.*—*B. B. Case to A. A. Hecox.*

This indenture, made the twenty-sixth day of February, in the year of our Lord eighteen hundred and sixty-four, between Bascom B. Case, of the town and county of Santa Cruz and State of California, party of the first part, and A. A. Hecox, of the same place, party of the second part, witnesseth: That the said party of the first part, for and in

consideration of the sum of three hundred dollars lawful money of the United States of America to him in hand paid by the said party of the second part, at or before the ensealing and delivery of these presents, the receipt of which is hereby acknowledged, hath remised, released, and quit claimed, and by these presents does remise, release and quit claim unto the said party of the second part, and to his heirs and assigns, forever, all that certain piece or parcel of land situated in in the county of Santa Cruz, and bounded and described as follows, viz: it being the tract of land which the said B. B.
830 Case has resided for a number of years: Commencing at a stake a little east of north of the dwelling house of said case; thence south twenty-eight degrees, west $31\frac{63}{100}$ chains; thence north sixty-two degrees, $31\frac{63}{100}$ chains; thence north twenty-eight degrees, east $31\frac{63}{100}$ chains; thence south sixty-two degrees, east $31\frac{63}{000}$ chains to the place of beginning, containing one hundred acres more or less, and for a further description of said land reference is had to a map of said land recorded in volume 3, page 282, of the record of said county of Santa Cruz, together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and also all the estate, right, title, interest, rents, property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part of, in, or to, the above-described premises and every part and parcel thereof, with the appurtenances; to have and to hold all
831 and singular the above-mentioned and described premises, together with the appurtenances, unto the said party of the second part, and to his heirs and assigns, forever.

In witness whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

[SEAL] B. B. CASE.

[50 c. int. rev. stamp cancelled.]

STATE OF CALIFORNIA *County of Santa Cruz:*

On this twenty-sixth day of February, A. D. one thousand eight hundred and sixty-four, before me, D. J. Harlam, county clerk and ex-officio clerk of the county court in and for said county, personally appeared Bascombe B. Case, to me personally known to be the individual described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

In witness whereof I have hereunto set my hand and seal of said court the day and year in the certificate first above written.

832 [SEAL] D. J. HARLAM, *Clerk.*
By JAMES Q. WANZER, *Deputy.*

Recorded at request of A. A. Hecox May 2nd, A. D. 1864, at 5 min. past 9 a. m., in vol. 6, of records of Santa Cruz county, page 611 and following.

JOHN GARRETSON, *Recorder.*
By JAMES Q. WANZER, *Deputy.*

833 *Exhibit* 38.—*F.* 1.—*Deed. Jose Bolcoff and others to A. P. Jordan.*

This indenture, made the fifth day of October, in the year one thousand eight hundred and fifty-three, between Jose Bolcoff, Maria Candida Bolcoff, Juan Bolcoff, and Francisco Bolcoff, all of the county of Santa Cruz and State of California, granted hereto, of the first part, and Albion P. Jordon, party of the second part, witnesseth: That the said parties of the first part, for and in consideration of the sum of two thousand ($2,000) dollars lawful money of the United States of America, to them in hand paid by the said party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, released, remised, and conveyed, and by these presents do grant, bargain, sell, release, remise, and convey unto the said party of the second part, and to his heirs and assigns, forever, all of that certain peice or parcel of land situate in the county of Santa Cruz and State of California, being and forming part of the tract of land situate as aforesaid, and known as the Rancho Refugio, and more particularly described and located as follows, to
834 wit: Commencing at the N. E. corner of land of M. A. Meader, at a madrana tree; thence by true meridian mag. variation N. 15° 30′ east; N. 2° W. 9 23-100 chains; N. 16° 15′ west 6 chains; thence N. 16° 30′ east, 6 19-100 chains; N. 17° 30′ west 2 50-100 chains; N. 19° 15′ west, 5 34-100 chains; N. 37° 45′ west, 42 62-100 chains south, 15° 30′ west 75 67-100 chains, N. 67° east, 50 36-100 chains to the place of beginning, containing an area of (200) two hundred and 0 10-100 acres, together with all and singular the tenements, heraditaments and appurtenances thereunto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issue, and profits thereof; to have and to hold all and singular the above-mentioned and described premises, together with the appurtenances unto the said party of the second part, his heirs and assigns, forever. And the parties of the first part doth covenant that they will warrant and defend his right, title, and interest in and to the above premises against the acts and deeds of the said parties of the first part, and all persons claiming by, from, under, or through them, or either of them.

In witness whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written.

835 [SEAL.] JOSE A. BOLCOFF.

[SEAL.] MARIA CANDIDA CASTRO her + mark. BOLCOFF.

[SEAL.] JUAN BOLCOFF.

[SEAL.] FRANCISCO his + mark. BOLCOFF.

Signed, sealed, and delivered in the presence of—
HENRY F. PARSONS.
HENRY W. PECK.
PETER TRACY.

STATE OF CALIFORNIA, *County of Santa Cruz, ss*:

On this fifth day of October, A. D. one thousand eight hundred and fifty-three, before me, Peter Tracy, county clerk in and for said county, personally appeared Jose A. Bolcoff, Maria Candida Castro Bolcoff, Juan Bolcoff, and Francisco Bolcoff, known to me to be the individuals described in, and who executed the foregoing conveyance and acknowledged that they executed the same freely and voluntary for the uses and purposes therein mentioned.

And the said Maria Candida Castro, wife of Jos Bolcoff, on examination apart and without the hearing of her said husband, and being by me made acquainted with the contents thereof, acknowledged to me that she executed the same same freely and
836 voluntarily and without force or undue influence on the part of her husband, and that she did not wish to retract the execution of the same.

In witness whereof, I have hereunto set my hand and affixed my official seal in the county aforesaid the day and year first above written.

[SEAL.] PETER TRACY, *Clerk.*

Filed for record Octr. 7, 1853, at 5 o'clock p. m.

P. TRACY, *Recorder.*

STATE OF CALIFORNIA, *County of Santa Cruz:*

I hereby certify that the within deed of conveyance is recorded in the book of deeds, volume second, and upon page 245 and 246 of the records of the recorder's office, in and for the county and State aforesaid.

October 12th, A. D. 1853.

PETER TRACY, *Recorder.*

837 *Exhibit* 39.—*F.* 4.—*(F. F.)—Copy of deed. A. P. Jordan to J. E. Davis.*

Know all men by these presents that I, Albion P. Jordan, of the county of Santa Cruz and State of California, in consideration of the sum of one dollar, to me in hand paid by Isaac E. Davis, of the city and county of San Francisco and State of California, the receipt whereof is hereby acknowledged, have bargained, sold, and quit claimed, and by these presents do bargain, sell, and quit claim unto the said Isaac E. Davis, and to his heirs and assigns, forever, one undivided half of, in, and to that certain tract of land deeded by quit claim to said Albion P. Jordan by John H. Watson, in deed executed the first day of April, A. D. 1856, and bounded and described as follows, to wit: situated in the county of Santa Cruz, and State of California, and being a part of the Refugio Ranch, bounded on the east by land of A. J. Jordan and the Rincon Ranch; on the northeast by the Rincon Ranch, and on the south by a line commencing where the west line of said Jordan cuts the line of the land mort-
838 gaged by Jose Bolcoff, Maria Candida Bolcoff, Juan Bolcoff, and

Francisco Bolcoff, to Moses A. Meader, by deed of mortgage dated March 19, 1853, and running along said mortgage line to such a point that a north line to the boundary of the Rincon Ranch will include six hundred acres exclusive of land conveyed to Nutter and Case, with all and singular the hereditaments and appurtenances thereunto belonging.

In witness whereof I have hereunto set my hand and seal this 28th day of April, A. D. 1857.

[SEAL.] ALBION P. JORDAN.

STATE OF CALIFORNIA, *County of Santa Cruz:*

On this 28th day of April, A. D. 1857, before me, J. C. Willson, county clerk in and for said county, personally came Albion P. Jordan, personally known to me to be the same person described in and who executed the foregoing conveyance, and acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned. Attest my hand and official seal.

[SEAL.] J. C. WILLSON,
County Clerk.

Filed for record April 28, 1857, at 12 m., by A. P. Jordan, Recorded May 2, 1857.

J. C. WILLSON, *Recorder.*

839 STATE OF CALIFORNIA, *County of Santa Cruz, ss:*

I hereby certify that the foregoing is a true copy of a deed on record in my office, in vol. 3 of records, page 482. As witness my hand and official seal this 20th day of November, A. D. 1865.

[SEAL.] D. J. HARLAMC, *o. Recorder.*
By JAMES A. WANZER, *Deputy.*

[5 cent int. rev. stamp cancelled.]

STATE OF CALIFORNIA, *County of Santa Cruz:*

I, J. J. Tidball, county clerk, and ex-officio county recorder in and for said county, certify the foregoing to be a full, true, and correct copy of a deed recorded in my office, in volume 3 of records, on page 482.

Witness my hand and official seal this 29th day of June, 1866.

[SEAL.] J. J. TIDBALL,
County Recorder.

840

841 *Exhibit* 40.—*Copy of deed.—Bolcoff's to Jno. H. Watson.*

Know all men by these presents, that we Jose Bolcoff, Candida Bolcoff, his wife, Juan Bolcoff, and Francisco Bolcoff, of the county of Santa Cruz and State of California, in consideration of one thousand dollars, and of sundry professional services, paid by John

H. Watson, of the same county and State, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, remise, release, and forever quit claim unto the said John H. Watson, his heirs and assigns, all that certain tract of land commencing at a point on the dry creek on the Refugio Rancho, three miles from the coast, at the northeast corner of the land covered by Moses A. Meader mortgage; thence along said mortgage line north to the summit of the ridge, and thence easterly along the ridge road to the northern corner of lands sold by Bolcoff to A. P. Jordon; thence southerly along the line of the land of said Jordon to the place of beginning, will embrace six hundred acres, exclusive of lands owned by Nutter and Case; to have and to hold the above-released premises, with all the priviledges and appurtenances thereunto belonging, to the said John H. Watson, his heirs and
842 assigns, to his and their use and behoof forever. And we, the said Jose Bolcoff, Candida Bolcoff, Juan Bolcoff, [Juan Bolcoff,] and Francisco Bolcoff, for, as, and our heirs, executors, and administrators, do covenant with the said John H. Watson, his heirs and assigns, that the premises are free from all incumbrances made or suffered by us, and that we will, and our heirs, executors, and administrators, shall warrant and defend the same to the said John H. Watson, his heirs and assigns, forever, against the lawful claims and demands of all persons claiming by, through, or under us.

In witness whereof, the said grantees have hereunto set their hands and seals this tenth day of July, in the year of our Lord eighteen hundred and fifty-five.

[SEAL.] JOSE BOLCOFF.

[SEAL.] MARIA CANDIDA his + mark. BOLCOFF.

[SEAL.] JUAN BOLCOFF.

[SEAL.] FRANCISCO BOLCOFF.

Signed, sealed, and delivered in presence of—
(The word "Bolcoff" first interlined before signing.)
PETER TRACY.

843 *Exhibit* 40.

UNITED STATES OF AMERICA,
State of California, County of Santa Cruz:

On this 10th day of July, A. D. 1855, personally appeared before me, Peter Tracy, county clerk in and for said county, Jose Bolcoff, Maria Candida Bolcoff, Juan Bolcoff, and Francisco Bolcoff, known to me to be the persons described in and who executed the foregoing instrument, who acknowledged that they executed the same freely and voluntarily and for the uses and purposes therein mentioned; and the said Maria Candida Bolcoff, wife of the said Jose Bolcoff, being by me made acquainted with the contents of said instrument, and being by me examined separate and apart from her said husband, acknowledged to me that she executed the same freely and volun-

tarily, and without fear or compulsion or under influence of her husband, and that she does not wish to retract the execution of the same.

In witness whereof, I have hereunto set my hand and affixed the seal of the said county court this the day and date aforesaid.

P. TRACY,
County Clerk.
By H. F. PARSONS,
Deputy Clerk.

844 Filed for record Sept. 24th, 1855, at 9 o'clock a. m.
P. TRACY, *Recorder.*

STATE OF CALIFORNIA, *County of Santa Cruz, ss:*

I hereby certify that the foregoing is a full, true, and correct copy of a deed on record in my office, in vol. 3 of records, page 117, and following.

As witness my hand and official seal this the 20th day of November, A. D. 1865.

D. J. HASLAM, *County Recorder.*
By JAMES O. WANZER, *Deputy.*

845 *Exhibit* 41.—*F 3 F F.—Deed.—John H. Watson to A. P. Jordan*

Know all men by these presents that I, John H. Watson, of the county of Santa Cruz and State of California, in consideration of the sum of nine hundred dollars, to me in hand paid by A. P. Jordan, of the same county and State, the receipt whereof I do hereby acknowledge, have bargained, sold, and quit claimed, and by these presents do bargain, sell, and quit claim unto the said A. P. Jordon, and to his heirs and assigns, forever, one undivided half of, in, and to all that certain tract of land situated in the county of Santa Cruz and State of California, and bounded and described as follows, being a part of the Refugio Rancho: bounded on the east by land of A. P. Jordon and the Rincon ranch; on the northeast by the Rincon ranch, and on the south by a line commencing where the west line of said Jordan cuts the line of the land mortgaged by Jose Bolcoff, Maria Candida Bolcoff, Jose Bolcoff, and Francisco Bolcoff, to Moses A. Meader, by deed of mortgage dated March 19, 1853, and running along said mortgage line to such a point that a north line to
846 the boundary of the Rincon ranch will include six hundred acres, exclusive of land conveyed to Nutter and Case, with all and singular the hereditaments and appurtenances thereunto belonging, reserving thereunto, however, all gold and silver, and the right to work the same.

In witness whereof, I have hereunto set my hand and seal this first day of April, A. D. 1856.

[L. S.] (Signed) JNO. H. WATSON.

Witnesses:

(The words "all of my right, title, and interest" first erased, and the words "one undivided half" first interlined before signing.)

STATE OF CALIFORNIA, *County of Santa Cruz:*

On this 1st day of April, A. D. 1856, before me, J. C. Willson, county clerk in and for said county, personally appeared Jno. H. Watson, known to me to be the person described in and who executed the foregoing conveyance and acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

847 Witness my hand and official seal the day and year last mentioned.

[SEAL.] (Signed) J. C. WILLSON,
County Clerk.

This is to certify that the annexed conveyance is recorded in vol. 3 of "records" of Santa Cruz county, on pages 243, 244.

(Signed) J. C. WILLSON, *Recorder.*

Filed for record April 1, 1856, at 1 p. m., by A. P. Jordon.

J. C. WILLSON, *C. Recorder.*

848

849 *Exhibit* 42.—F 5.—*Copy of deed.—Jordan to Davis.*

Know all men by these presents that I, Albion P. Jordan, of the town and county of Santa Cruz and State of California, in consideration of the sum of one dollar, to me in hand paid by Isaac E. Davis, of the city and county of San Francisco, State of California, the receipt whereof I hereby acknowledge, have bargained, sold, and quit claimed, and by these presents do bargain, sell, and quit claim unto the said Isaac E. Davis, and to his heirs and assigns, forever, all my right, title, interest, estate, claim, and demand, both at law and in equity, and as well in possession as in expectancy of, in, and to one undivided half that certain field or parcel of land, situate in the county of Santa Cruz and State of California, and forming part of the tract of land known as the Rancho Refugio, and located as follows, to wit: Commencing at the N. E. corner of lands of M.

850 A. Meader, at a madaroni tree; thence by true meridian mag. variation N. 15° 13′east, north 2° west, 9 23-100 chains N. 16° 15′ west, 6 chains; thence N. 16° 30′ east, 6 19-100 chains N. 11° 30′ west, 2 50-100 chains N. 19° 15′ west, 5 34-100 chains N. 37° 45′ west, 42 62-100 chains, south 15° 30′ west, 750 69-100 chains N. 67° east, 50 36-100 chains, to the place of beginning, containing an area of (200) two hundred and 70-100 acres of land, together with all and singular the hereditaments and appurtenances thereunto belonging.

In witness whereof, I have hereunto set my hand and seal the 28th day of April, A. D. eighteen hundred and fifty-seven.

[SEAL.] ALBION P. JORDAN.

STATE OF CALIFORNIA, *County of Santa Cruz:*

On this 28th day of April, A. D. 1857, before me, J. C. Willson, county clerk in and for said county, personally came Albion P. Jordan, to me personally known to be the same person described in and

who executed the foregoing conveyance, and acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

Attest, my hand and official seal.

[SEAL.] J. C. WILLSON,
County Clerk.

851 Filed for record April 28, A. D. 1857, at 12 m., by A. P. Jordan. Recorded May 2, 1857.

J. C. WILSON, *Recorder.*

STATE OF CALIFORNIA, *County of Santa Cruz, ss:*

I hereby certify that the foregoing is a true copy of a deed on record in my office, in vol. 3 of records, page 482, and following. As witness my hand and official seal, this 20th day of November, A. D. 1865.

D. J. HARLAM, *Co. Recorder.*
By JAMES G. WANZER, *Deputy.*

[5c. int. rev. stamp, canc'd.]

STATE OF CALIFORNIA, *County of Santa Cruz:*

I, F. F. Tidball, county clerk and ex-officio county recorder in and for said county, certify the foregoing to be a full, true, and correct copy of a deed recorded in my office, in volume 3 of deeds, on pages 482 and following.

852 Witness my hand and official seal the 29th day of June, A. D. 1866.

[SEAL.] F. F. TIDBALL,
County Recorder.

853 *Exhibit* 43.—L 1.—*Deed—M. A. Meader to Samuel Adams.*

Know all men by these presents that I, Moses A. Meader, of the county of Santa Cruz and State of California, for and in consideration of the sum of two thousand five hundred dollars, to me in hand paid at and before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, from Samuel Adams, of the county of San Francisco and State of California, have granted, bargained, sold, and conveyed, and by these presents do grant, bargain, sell, and convey unto the said Samuel Adams, his heirs and assigns, forever, all my right, title, and interest in and to that certain tract of land in the State of California, county of Santa Cruz, township of Santa Cruz, and on the tract known as the Rancho Refugio, bounded and described by a line commencing at a stake marked "A." on a pile of stones facing trees, marked "B T.," and a point of limestone boulders, and running thence west forty-four chains and sev-
854 enty-two links to a stake, marked "A 11," facing trees, marked "B T.," and running thence north forty-four chains and seventy-two links to a stake, marked "A 111," facing trees, mark B. T., and from thence east forty-four chains and seventy-two links,

to the place of beginning, containing two hundred acres, more or less. Also all my right, title, and interest in and to another tract of land in the same State, county, township, and Rancho, bounded by a line commencing at a point on the Bay of Monterey, in a small inlet of said Bay. at the north side of the slide, now used for shipping purposes, known as the Russian landing, where stands a stake, and running south 74½ degrees east, three chains and sixteen links; thence south 15½ degrees west, three chains and sixteen links; thence north 74½ degrees west, two and one-half chains, to said inlet of the Bay; and from thence along the Bay to the place of beginning, containing one acre, more or less. Also the right-of-way for teams passing and re-passing between the tracts of land described, being the same right-of-way heretofore agreed upon by me and the said Adams, in presence of Thomas W. Wright and Asa Hull;
855 but this grant of the right-of-way is upon the understanding and agreement that the said Adams, his heirs and assigns, shall maintain and use due diligence to keep closed three gates across said way, when I require him so to do. The grant and conveyance of the tracts of land above described is with the understanding and agreement that the said Adams, his heirs and assigns, shall never call upon me to fence any portion of said land, or to pay any portion of the expense of the fencing thereof.

In witness whereof, I have hereunto set my hand and seal this second day of February, A. D. 1858. The word "end," on second page erased, and the word "side" interlined instead thereof, and the word "or less" erased; also the words "and assigns shall," and the words "use due diligence to," interlined before execution.

[SEAL.] MOSES A. MEADER.

Witness: R. F. PECKHAM.

STATE OF CALIFORNIA, *County of Santa Cruz:*

On this 20th day of February, 1858, before J. F. J. Bennett, county clerk in and for said county, personally appeared Moses
856 A. Meader, to me personally [appeared Moses A. Meader, to me personally] known to be the same individual described in and who executed the foregoing instrument, and who duly acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and affixed the seal of said county the day and year last above written.

J. F. J. BENNETT, *County Clerk.*

Filed for record Feb. 20, A. D. 1858, at one o'clock and 15 minutes p. m.; presented for record by Mr. Adams. Recorded March 9, 1858.

J. F. J. BENNETT, *County Recorder.*
By D. W. McNULTY, *Deputy.*

STATE OF CALIFORNIA, *County of Santa Cruz:*

I, F. Tidbal, county clerk and ex-officio county recorder in and for said county, certify the foregoing to be a full, true, and correct copy

of a deed recorded in my office in volume 3 of deeds, on pages 729 and following.

Witness my hand and official seal the 27th day of June, 1866.

[SEAL.] F. F. TIDBALL,
County Recorder.

857 *Exhibit* 44.—*L* 2.—*Deed.*—*M. A. Meader to S. Adams.*

This indenture, made the sixteenth day of June, in the year of our Lord eighteen hundred and sixty-two, between Moses A. Meader, of the county of Santa Cruz, State of California, of the first part, and Samuel Adams, of the city of San Francisco, State aforesaid, of the second part, witnesseth: That the said party of the first part for and in consideration of the sum of seven hundred and two 99-100 ($702 99-100) dollars lawful money of the United States of America, to him in hand paid by the said party of the second part at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has bargained, sold, remised, released, and quit claimed, and by these presents does bargain, sell, remise, release, and quit claim, unto the said party of the second part, and to his heirs and assigns, forever, all that certain tract or parcel of land lying and being situate on the Refugio Rancho, in the county of Santa Cruz and State of California, bounded and described by courses, distances, and monuments, as follows, to wit: Commencing at the
858 northwest corner of the tract of land on which said Adams' lime kiln is situated, at a madrona stake marked A 111, designated by two bearing trees faced and marked B. T.; thence (by true mer. mag. var. north, 5° 38′ east, north 15 72-100) fifteen chains and seventy-two links to a redwood post marked A 11, which stands in open lands on west bank of a small ravine; thence east (9 50-100) nine chains and fifty links to a redwood stake at the southwest corner of the land of Jordan and Davis; thence east (35 22 100) thirty-five chains and twenty-two links to a redwood stake marked A 111, which stands on a bushy ridge, and is designated by two bearing trees, a madrona, and silao faced and marked B. T.; thence south (15 72) fifteen chains and seventy-two links to a stake marked A 111, which stands on the south bank of a running stream designated by two bearing trees, faced and marked B. T.; thence west (44 22-100) forty-four chains and seventy-two links to the place of beginning, containing seventy 299-100 acres, together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions,
859 remainder and remainders, rents, issues, and profits thereof. And also all the estate, right, title, interest, property, possession, claim, and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in, or to the above-described premises, and every part and parcel thereof, with the appurtenances; to have and to hold all and singular the above-mentioned and described premises, together with the appurtenances, unto the said party of the second part, and to his heirs and assigns, forever.

In witness whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written, "and marked," two interlined before signing; also "bargained, sold," and "bargain, sell."

[L. S.] MOSES A. MEADER.
[L. S.] SARAH D. MEADER.

Signed, sealed, and delivered in presence of—
W. W. BROUGHTON.

STATE OF CALIFORNIA, *County of Santa Cruz, ss:*

On this sixteenth day of June, A. D. one thousand eight hundred and sixty-two, before me, W. W. Broughton, a justice of the peace in and for Santa Cruz county, duly commissioned and sworn,
860 personally appeared the within named Moses A. Meader and Sarah D. Meader, his wife, whose name is subscribed to the foregoing instrument as a party thereto, personally known to me to be the individuals described in and who executed the said foregoing instrument, and who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned. And the said Sarah D. Meader, separate and apart from her said husband, and without his hearing, acknowledged that she executed the within deed freely and voluntarily, without fear or compulsion on the part of her said husband, and that she does and will not retract the same.

W. W. BROUGHTON.
Justice of the Peace.

Filed for record June 16th, A. D. 1862, at 10 min. past 2 o'clock p. m. Recorded at request of Asa Hull.

STATE OF CALIFORNIA, *County of Santa Cruz:*

I, F. F. Tidball, county clerk and ex-officio county recorder, in and for said county, certify the foregoing to be a full, true, and
861 correct copy of a deed recorded in my office, in volume 5 of deeds, on page 598 and following.

Witness my hand and official seal this 29th day June, A. D. 1866.
[SEAL.] F. F. TIDBALL, *Recorder.*

STATE OF CALIFORNIA, *County of Santa Cruz, ss:*

I certify that the within is a correct copy of a deed on record in my office in vol 5 of records, page 598 and following, as the same appears of record. As witness my hand and official seal this 21st day of Novemb., 1865.

D. J. HARLAM, *Co. Recorder.*
By JAMES Q. WANZER, *Deputy.*

[Int. revenue stamp 5 c. cancelled.]

863 *Exhibit* 45.—G 1.—*Deed.—Jose Bolcoff to J. H. Watson.*

Know all men by these presents that we, Jose Bolcoff, Candida Bolcoff, his wife, Juan Bolcoff, and Francisco Bolcoff, of the county

of Santa Cruz, in consideration of divers professional services rendered for us by John H. Watson, as attorney and counseller-at-law, we hereby bargain, sell, remise, release, and forever quit claim unto the said John H. Watson, his heirs and assigns, forever, all that certain tract of land lying and being in the county of Santa Cruz, and bounded and described by a line running as follows: Commencing at a redwood stake on the bank of the sea coast, bearing south 71° 30′, west from a certain large sand-stone boulder near the road leading up the coast, and on the side hill east of the Coho creek, said boulder being the one nearest the house where Jones Hay now resides, and running from said stake north 35° 30′, east 83 chains and 73 links, to a live oak stake; from thence north 54° 30′, west to the mid-
864 of the creek, forming the west boundary of the Refugio Ranch, called Laguna creek; thence down the middle of said creek to where it empties into the Pacific ocean; thence easterly along the line of tide water, on the coast of said Pacific ocean, to the place of beginning; to have and to hold the above-released premises, with all the privileges and appurtenances thereunto belonging, to the said John H. Watson, his heirs and assigns, to their use and behalf forever; and they, the said Jose Bolcoff, Candida Bolcoff, Juan Bolcoff, and Francisco Bolcoff, for themselves, and their heirs, executors, and administrators, do covenant with the said John H. Watson, his heirs and assigns, that the premises are free from all incumbrances made or suffered by them, and that they will, and their heirs, executors, and administrators shall, warrant and defend the same to the said John H. Watson, his heirs and assigns, forever, against the lawful claims and demands of all persons claiming by, through, or under them, but against none other.

In witness whereof, the said parties have hereunto set their hands and seals this first day of June, in the year of our Lord eighteen hundred and fifty-five.

[SEAL.] (Signed) JOSE BOLCOFF.

[SEAL.] MARIA CANDIDA (her mark.) × BOLCOFF.

[SEAL.] JUAN BOLCOFF.

[SEAL.] FRANCISCO BOLCOFF.

Signed, sealed, and delivered in the presence of—
HENRY F. PARSONS.

865 STATE OF CALIFORNIA, *Santa Cruz County:*

Before me, Peter Tracy, county clerk and ex-officio county recorder in and for the county and State aforesaid, personally appeared Juan Bolcoff, Francisco Bolcoff, Jose Bolcoff, and Maria Candida Bolcoff, to me known to be the individuals described in and who executed the foregoing instrument of writing, and who severally acknowledged to me that they executed the same freely and voluntarily, and for the uses and purposes therein set forth.

And the said Maria Candida Bolcoff, wife of the said Jose Bolcoff, on an examination separate and apart from and without the hearing of her said husband, and after having been made acquainted with the contents of said instrument, acknowledged that she executed the same freely and voluntarily, without fear or compulsion or undue influence on the part of her said husband, and that she does not wish to retract the execution of the same.

In testimony whereof, I have hereunto set my hand and affixed the seal of the recorder's office aforesaid this the first day of June, A. D. 1855.

866 [SEAL.] PETER TRACY, *Recorder*,
By H. F. PARSONS, *Deputy Recorder*.

Recorded in book of deeds, vol. 3, pages 78 and 79, of the records of the recorder's office, Santa Cruz county, Cala., June 21, A. D. 1855.

Attest: P. TRACY, *Recorder*.

Endorsed: Filed for record by R. F. Peckham, at 12 o'clock m., June 1st. A. D. 1855. P. Tracy, recorder.

867 *Exhibit* 46.—G 2.—*Deed.—John H. Watson to Vanderwoort, Peckham & Coult.*

Know all men by these presents that I, John H. Watson, of the county of Santa Cruz and State of California, in consideration of the sum of three thousand dollars, to me in hand paid by William Y. Horner, of the county of San Francisco, the receipt whereof is hereby acknowledged, do hereby bargain, sell, remise, release, and forever quit claim unto Joseph C. Vanderwoort, of the county of San Francisco, Robert F. Peckham, of the county of Santa Cruz, and John H. Coult, of the county of Santa Cruz, their heirs and assigns, forever, all that certain tract of land lying and being in the county of Santa Cruz, and bounded by a line running as follows: Commencing at a redwood stake on the bank of the sea coast, bearing south 71° 30′, west from a certain large sandstone boulder near the road leading up the coast, and all the side hill east of the Cojo creek, said boulder being the one nearest the house where Jones Hay now resides, and running from said stake north 35° 30′, east 61 chains and 50 links to a live oak stake; from thence north 54° 30′, west to the mid-

868 dle of the creek, forming the west boundary of the Refugio Rancho, called Laguna creek; thence down the middle of said creek to where it empties into the Pacific ocean; thence easterly along the line of tidewater on the coast of the said Pacific ocean to the place of beginning; to have and to hold the above-released premises, with all the privileges and appurtenances thereunto belonging, to the said Joseph C. Vanderwoort, Robert F. Peckham, and John H. Coult, their heirs and assigns forever, as tenants in common, and not as joint tenants, in shares, as follows, to wit: To the said Joseph C. Vanderwoort, his heirs and assigns, the one undivided half part

thereof; to the said Robert F. Peckham, his heirs and assigns, the one undivided third part thereof; and to the said John H. Coult, his heirs and assigns, the one undivided sixth part thereof. And I, the said John H. Watson, for myself, my heirs, executors, and administrators, do covenant with the said Joseph C. Vanderwoort, Robert F. Peckham, and John H. Coult, that the premises are free from all incumbrances made or suffered by me, and that I will, and my heirs, executors, and administrators shall, warrant and defend the same to the said Joseph C. Vanderwoort, Robert F. Peckham,
869 and John H. Coult, their heirs and assigns, forever, against the lawful claims and demands of all persons claiming by, through, or under me, but against none other.

In witness whereof, I have hereunto set my hand and seal this first day of June, in the year of our Lord eighteen hundred and fifty-five.

(Signed) JNO. H. WATSON.

Signed, sealed, and delivered in presence of—
HENRY F. PECKHAM.

STATE OF CALIFORNIA, *County of Santa Cruz*:

Before me, Peter Tracy, county clerk in and for the county and State aforesaid, personally came John H. Watson, to me known to be the individual described in and who executed the foregoing instrument of writing, and who acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein set forth.

In testimony whereof I have hereunto set my hand and affixed the seal of the County Court aforesaid this the first day of June, A. D. 1855.

[SEAL.] PETER TRACY, *Clerk*.
By H'y F. PARSONS, *Deputy Clerk*.

870 Recorded in book of records, volume 3, and upon pages 80 and 81 of the records of the recorder's office, in and for the county of Santa Cruz, Cal., June 21, A. D. 1855.

P. TRACY, *Recorder*.
By A.F. PARSONS, *Deputy Recorder*.

871 *Exhibit* 47.—*G* 3.—*Deed.—John H. Watson to Peckham and Soult.*

Know all men by these presents that I, John H. Watson of the county of Santa Cruz and State of California, in consideration of divers professional services rendered for me by Robert F. Peckham, and John H. Coult, of the county of Santa Cruz, as attorneys and counsellors-at-law, do hereby bargain, sell, remise, release, and forever quit claim unto the said Robert F. Peckham and John H. Coult, their heirs and assigns, forever, all that certain tract of land, lying and being in the county of Santa Cruz, and bounded by a line running as follows: Commencing at the northeast corner of lands this

day, conveyed by me to Joseph C. Vanderwoort, Robert F. Peckham, and Jose H. Coult, and running north 35° 30′ east, 22 chains and 23 links; thence north 54° 30′ west to the middle of the creek, forming the west boundary of the Refugio Rancho, called Laguna creek; thence down the middle of said creek till it strikes the northern line of Vanderwoort, Peckham, and Coult; thence along said northern line to the place of beginning; to have and to hold the above-
872 released premises, with all the privileges and appurtenances thereunto belonging, to the said Robert F. Peckham and John H. Coult, their heirs and assigns, forever, as tenants in common, and not as joint tenants in shares, as follows, to wit: To the said Robert F. Peckham, his heirs and assigns, the one undivided two-thirds part thereof and to the said John H. Coult, his heirs and assigns, the one undivided third part thereof; and I, the said John H. Watson, for myself, my heirs, executors, and administrators, do convenant with the said Robert F. Peckham and John H. Coult, their heirs and assigns, that the premises are free from all incumbrances made or suffered by me, and that I will, and my heirs, executors, and administrators shall, warrant and defend the same to the said Robert F. Peckham and John H. Coult, their heirs and assigns, forever, against the lawful claims of all persons claiming by, through, or under me, but against no other.

In witness whereof, I have hereunto set my hand and seal this the first day of June, A. D. eighteen hundred and fifty-five.

[SEAL.] (Signed) JNO. H. WATSON.

Signed, sealed, and delivered in presence of—
HENRY F. PARSONS.

873 STATE OF CALIFORNIA, *County of Santa Cruz*:

On this the first day of June, A. D. 1855, before me, Peter Tracy, county clerk in and for the county and State aforesaid, personally appeared John H. Watson, to me known to be the individual described in and who executed the foregoing deeds of conveyance, and who acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and affixed the seal of the County Court aforesaid the day and year first above mentioned.

[SEAL.] PETER TRACY, *Clerk*.
By HENRY F. PARSONS, *Deputy Clerk*.

Recorded in book of records, vol. 3, pages 81 and 82, of the records of the recorder's office in and for the county of Santa Cruz, Cal., June 21, A. D. 1855.

P. TRACY, *Recorder*.
By H. F. PARSONS, *Deputy Recorder*.

875 *Exhibit* 48.—*G* 4.—*Deed.—Jose Bolcoff, Candida Bolcoff, J. Bolcoff, and F. Bolcoff to Peckham & Coult.*

Know all men by these presents that we Jose Bolcoff, Candida Bolcoff, his wife, Juan Bolcoff, and Francisco Bolcoff, of the county of Santa Cruz and State of California, in consideration of divers professional services rendered for us by Robert F. Peckham and John H. Coult, of the same place, as attorneys and counsellers-at-law, do hereby bargain, sell, remise, release, and forever quit claim unto the said Robert F. Peckham and John H. Coult, their heirs and assigns, forever, all that certain tract of land lying and being in the county of Santa Cruz, and bounded by a line running as follows: Commencing at the northeast corner of the land conveyed by John H. Watson to Robert F. Peckham and John H. Coult, and running thence north thirty-five degrees 30′ east 25 chains; from thence north 54° 30′ east to the middle of a creek forming the west boundary of the Refugio Rancho, called Laguna creek; thence down the middle of said creek until it strikes the northern line of the aforesaid land of Peckham & Coult; thence along said
876 northern line to the place of beginning; to have and to hold the above-released premises, with all the privileges and appurtenances thereunto belonging, to the said Robert F. Peckham and John H. Coult, their heirs and assigns, forever, as tenants in common, and not as joint tenants, in shares as follows, to wit: To the said Robert F. Peckham the one undivided two-thirds part thereof, and to the said John H. Coult the one undivided third part thereof; and we, the said Jose Bolcoff, Candida Bolcoff, his wife, Juan Bolcoff, and Francisco Bolcoff, for ourselves, our heirs, executors, and administrators, do covenant with the said Robert F. Peckham and John H. Coult, their heirs and assigns; that the premises are free from all incumbrances made or suffered by us; and that we will, and our heirs, executors, and administrators shall, warrant and defend the same to the said Robert F. Peckham and John H. Coult, their heirs and assigns, forever, against the lawful claims of all persons claiming by, through, or under us, but against no others.

In witness whereof, we have hereunto set our hands and seals this first day of June, in the year of our Lord one thousand eight hundred and fifty-five.

(Signed) JOSE BOLCOFF.

her
MARIA CANDIDA + BOLCOFF.
mark.

JUAN BOLCOFF.

FRANCISCO BOLCOFF.

877 Signed, sealed, and delivered in presence of—
(Signed) HENRY F. PARSONS.

STATE OF CALIFORNIA, *County of Santa Cruz:*

On this the first day of June, A. D. eighteen hundred and fifty-five, before me, Peter Tracy, county clerk and ex-officio recorder in

and for the county and State aforesaid, personally appeared Juan Bolcoff, Francisco Bolcoff, Jose Bolcoff, and Maria Candida Bolcoff, to me known to be the individuals described in and who executed the foregoing instrument of writing, and also severally acknowledged to me that they executed the same freely and voluntarily, and for the uses and purposes therein set forth.

And the said Maria Candida Bolcoff, wife of the said Jose Bolcoff, on an examination separate and apart from and without the hearing of her said husband, and after having been made acquainted with the contents of the said instrument, acknowledged to me that she executed the same freely and voluntarily, without fear or com-
878 pulsion or undue influence of her said husband, and that she did not wish to retract the execution of the same.

In testimony whereof, I have hereunto set my hand and affixed the seal of the recorder's office aforesaid the day and year first above written.

[SEAL.]

PETER TRACY, *Recorder.*
By HY. F. PARSONS.
Deputy County Recorder.

Recorded in Book of Records, vol. 3, and pages 82 and 83, of the records of the recorder's office in and for the county, of Santa Cruz, Cal.

June 21, A. D. 1855.

P. TRACY, *Recorder.*
By HY. F. PARSONS, *D. R.*

879 *Exhibit* 49.—*G* 5.—*Deed.*—*John H. Coult to R. F. Peckham.*

Know all men by these presents that I, John H. Coult, of the county of Santa Cruz and State of California, in consideration of the sum of three hundred dollars, to me in hand paid by Robert F. Peckham, of the same place, the receipt of which is hereby acknowledged, have bargained, sold, quit claimed, and by these presents do bargain, sell, and quit claim unto the said Robert F. Peckham, and unto his heirs and assigns, forever, all of my right, title, and interest, property, possession, claim, and demand whatsoever, both at law and in equity, and as well in possession as in expectancy of, in, and to all that certain tract of land lying and being in the county of Santa Cruz aforesaid, and bounded by a line running as follows: Commencing at a stake on the bank of the sea coast, bearing south 71° 30′ west from a certain large sand-stone boulder near the road leading up the coast, and on the side hill east of the Coho creek, said boulder being the one nearest the house where Jones Hay formerly resided, and running from said
880 stake north 35° 30′ east 108 chains and 73 links; from thence north 54° 30′ west to the middle of the creek, forming the western boundary of the Refugio Rancho, called Laguna creek; thence down the middle of said creek to where it empties into the Pacific ocean; thence eastwardly along the line of tide water on the coast of said Pacific ocean to the place of beginning, together with

all the hereditaments and appurtenances thereunto belonging or in anywise appertaining.

In witness whereof, I have hereunto set my hand and seal this twenty-third day of May, A. D. one thousand eight hundred and sixty-one.

[SEAL.] JNO. H. COULT.

STATE OF CALIFORNIA, *County of Santa Cruz, ss:*

On this twenty-third day of May, A. D. one thousand eight hundred and sixty-one, before me, D. J. Haslam, county clerk and ex-officio clerk of the county court in and for said county, personally appeared John H. Coult, to me personally known to be the individual described in and who executed the annexed instrument, and acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

881 In witness whereof, I have hereunto set my hand and affixed the seal of said court the day and year in this certificate first above written.

[SEAL.] D. J. HASLAM,
County Clerk.

Filed for record at request of R. Peckam, May 24, 1861, at 1 m. past 9 o'clock, a. m., and recorded in vol. 5 of records of Santa Cruz Co., pag's 280, 281.

D. J. HASLAM, *Co. Recorder.*

882
883 *Exhibit 50—G. 6.—Deed. J. Vandervoort to R. F. Peckham.*

This indenture, made the twenty-seventh day of November, in the year of our Lord eighteen hundred and sixty-three, between Joseph C. Vanderwoort, of the city and county of San Francisco and State of California, party of the first part, and Robert F. Peckham, of the county of Santa Cruz and State aforesaid, party of the second part, witnesseth: That the said party of the first part, for and in consideration of the sum of four hundred dollars lawful money of the United States of America, to him in hand paid by the said party of the second part at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has remised, released, and quit claimed, and by these presents do remise, and release, and quit claim unto the said party of the second part, and to his heirs and assigns, forever, all that tract of land in the State of California and county of Santa Cruz, bounded by a line commencing on the

884 bank of the sea cost at a point bearing south 71° 30′ west from a certain large sand-stone boulder near the road leading up the coast, and on the side hill east of the Cojo Creek, said boulder being the one nearest the house where Jones & Coy resided in June, A. D. 1855, and running north 35° 30′, east 83 chains and 73 links; thence north 54° 30′ west to the middle of the creek, forming the western boundary of the Refugio Rancho, called Laguna Creek;

thence down the middle of said creek to where it empties into the Pacific Ocean; and thence easterly along the water to the place of beginning, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion an reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, of in, at, to the above-described premises, and every part and parcel thereof with the appurtenances; to have and to hold all and singular the above-mentioned and described premises, together with the appurtenances unto the said party of the scond part and his heirs and assigns.

885 In witness whereof the said party of the party of the first part has hereunto set his hand and seal the day and year first above written.

[SEAL] JOS. C. VANDERVOORT.

[Int. rev. stamps 50 cents canc'd.]

STATE OF CALIFORNIA, *County of Santa Cruz, ss:*

On this twenty-seventh day of November, A. D. 1863, [one thousand eight hundred and sixty-three,] before me, D. S. Harlam, county clerk and ex-officio clerk of the County Court in and for said county, personally appeared Joseph C. Vandervoort, to me personally known to be the individual described in and who executed the annexed instrument, and who acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed the seal of said court the day and year in this certificate first above-written.

D J. HARLAM, *Clerk.*

[SEAL] By JAMES Q. WANZEL, *Deputy.*

886 Recorded at the request of R. F. Peckham Nov. 27th, A. D. 1863, at 1 min. past 10, a. m. in vol. 6 of records of Santa Cruz county, pages 402 and following.

D. J. HARLAM, *Recorder.*
By JAMES Q. WANZER, *Deputy.*

887 *Exhibit* 51.—*M.* 1.—*Copy of deed M. A. Meader & wife to M. T. Brocklebank.*

This indenture, made the tenth day of July, in the year of our Lord eighteen hundred and sixty-three, between Moses A. Meader and Sarah D., his wife, of the county of Santa Cruz, State of California, party of the first part, and Manuel Thomas Brocklebank, of the city of San Francisco, State aforesaid, party of second part, witnesseth: That the said parties of the first part, for and in consideration of the sum of twenty-six thousand five hundred dollars lawful money of the

United States of America, to them in hand paid by the said party of the second part, at or before the ensealing of these presents, the receipt whereof is hereby acknowledged have remised, released, and quit claimed, and by these presents do remise, release, and quit claim unto the said party of the second part, and to his heirs and
888 assigns, forever, all that certain parcel or tract of land situated in the county of Santa Cruz. State aforesaid, and being a portion of the rancho known by the name of the Rancho del Refugio, bounded and described as follows, to wit: Commencing at a point on the Bay of Monterey, at the southwest corner of land formerly owned and occupied by Eli Moore; thence running in a northeasterly direction on the westerly bounds of said Moore's land to the centre of the county road; thence running westerly in the centre of said road to the centre of the small creek running on the east side of the house wherein the said Meader now resides; thence northerly up the centre of said creek to the forks where a small creek empties in from the northwest; thence up said northwest branch of said creek to a point where a pole bridge now spans the same; thence in a northerly direction, and in a straight line, to the southwest corner of lands owned and occupied by Samuel Adams; thence along said Adams, westerly line to his northwest corner; thence in a easterly direction to the southwest corner of lands owned by Davis and Jordan; thence north to the northwest corner of said Davis and Jordan lands; thence
889 northwesterly, and on the dividing line between the Rancho Rincon and the Rancho del Refugio to the extreme westerly boundary of said Rancho del Refugio; thence southerly along the said westerly bounds to the centre of the creek emptying into the Laguna Palo to the Bay of Monterey; thence along the beach at low water-mark, in a easterly direction to the place of beginning, containing eight thousand acres, more or less, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said parties of the first part, of, in, or to the above-described premises, and every part and parcel thereof with the appurtenances. The said parties of the first hereby reserve the right for themselves, heirs and assigns, of ingress and egress, to and from any wharves or places of storage that may hereafter be constructed upon said premises hereby conveyed, free of any charge or right to charge for the use thereof by the said second party, his heirs or assigns, forever; also to
890 use the same free from any charge whatever; to have and to hold all and singular the above-mentioned and described premises, together with the appurtenances, unto the said party of the second part, and to his heirs and assigns, forever, with the exception of the aforesaid reserved right of ingress and egress to ourselves, heirs and assigns, and the use and occupation of wharves and places of storage free forever.

In witness whereof the said parties of the first part have hereunto set their hands and seals the day and year first above-written.

[L. S.] MOSES A. MEADER.
[L. S.] SARAH D. MEADER.

Witnesses:
W. W. BROUGHTON.
AMES Q. WANZER.

[U. S. inter. rev. stamp $40.]

STATE OF CALIFORNIA, *County of Santa Cruz, ss:*

On this eleventh day of July, A. D. one thousand eight hundred and sixty three, before me, D. F. Hallam, county clerk and ex-officio clerk of the County Court in and for said county, personally appeared Moses A. Meader and Sarah D. Meader, his wife, personally
891 known to me to be the individuals described in and who executed the annexed instrument as parties thereto, and acknowleged to me that they executed the same freely and voluntarily, and for the uses and purposes therein mentioned. And the said Sarah D. Meader, wife of the said Moses A. Meader, having been by me first made acquainted with the contents of said instrument, acknowledged to me on examination apart from and without the hearing of her husband, that she executed the same freely and voluntarily, without fear or compulsion or undue influence of her husband, and that she did not wish to retract the execution of the same.

In witness whereof, I have hereunto set my hand and affixed the seal of said court the day and year in this certificate first above written.

[SEAL.] D. J. HASLAM, *Clerk.*
By JAMES O. WANZER, *Deputy.*

Filed for record July 4, 1863, at 2.10 o'clock, p. m. Recorded at request of M. T. Brocklebank.

STATE OF CALIFORNIA, *County of Santa Cruz, ss:*

I, F. F. Tidball, county clerk and ex-officio county recorder
892 in and for said county, certify the foregoing to be a full, true, and correct copy of a deed, and the acknowledgement thereof, recorded in volume 6, pages 262, 263, and 264 of the records of said county, and now in my office.

In witness whereof, I have hereunto set my hand and affixed my official seal this 27th day of June, 1866.

[SEAL.] (Signed) F. F. TIDBALL,
County Clerk and ex-officio County Recorder.

893 *Exhibit 52.—M 2.—Deed M. T. Brocklebank to the Santa Cruz Petrol. Oil Works Co.*

This indenture, made the twelfth day of August, in the year of our Lord one thousand eight hundred and sixty-three, between Manuel T. Brocklebank, of the city and county of San Francisco, State of

California, party of the first part, and the Santa Cruz Petroleum Oil Works Company, a corporation, whose place of business is located in said city of San Francisco, of the second part, witnesseth: That the said party of the first part, for and in consideration of the sum of eight thousand five hundred dollars lawful money of the United States of America, to him in hand paid by the said party of the second part at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, and sold, conveyed, and confirmed, and by these presents doth grant, bargain, and sell, convey, and confirm unto the said party of the second part, and to its successors and assigns, forever, all the following described
premises, lying and being in the county of Santa Cruz, State
894 of California, and being a portion of the rancho known by the name of the Rancho del Refugio, bounded and described as follows, to wit: Commencing at the southwest corner of lands occupied, at the date hereof, by Bascomb B. Case; thence running southwest two hundred and seventy (270) rods; thence at right angles northerly two hundred and forty (240) rods to the bed of a creek; thence up the bed of said creek to a point opposite the northwest corner of the premises whereon said Case now resides; thence southerly along said Case's line to the place of beginning, containing five hundred acres of land; said described premises being the same whereon certain petroleum mountains are located, and which are hereby conveyed by the said party of the first part to the said party of the second part, excepting and reserving from this grant to the said party of the first part, his heirs and assigns, the right-of-way forever across such parts of the land hereby granted as may be necessary for the enjoyment of him, his heirs and assigns, of the remaining portion of said "Rancho del Refugio," of which the land hereby granted is a part, and to make such roads out of and across
the same as may be necessary for that purpose, without let
895 or hindrance from said party of the second part, together with all and singular the tenements, hereditaments, and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof. And also, all the estate, right, title, interest, property, possession, claim, and demand whatsoever, as well in law as in equity, of the said party of the first part of, in, or to the above-described premises, and every part and parcel thereof, with the appurtenances; to have and to hold all and singular the above-mentioned and described premises, together with the appurtenances, unto the said party of the second part, its successors and assigns, forever.

In witness whereof, the said party of the first part hath hereunto set his hand and seal the day and year first above written. The word "successors" interlined and "heirs" stricken out in two places before signing.

[SEAL.] MAN'L T. BROCKLEBANK.

Signed, sealed, and delivered in the presence of—
F. J. THIBAULT.

896 STATE OF CALIFORNIA,
City and County of San Francisco, ss:

On this thirteenth day of August, A. D. one thousand eight hundred and sixty-three, before me, F. J. Thibault, a notary public in and for said city and county, duly commissioned and sworn, personally appeared the within-named Manuel T. Brocklebank, whose name is subscribed to the foregoing instrument as a party thereto, personally known to me to be the individual described in, and who executed the said foregoing instrument; and he, the said Manuel T. Brocklebank, acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[SEAL.] F. J. THIBAULT.
Notary Public.

Recorded at the request of Wells, Fargo & Co., Aug. 15?, A. D. 1863, at 2 m. past 1 o'clock, p. m., and recorded in vol. 6 of records of Santa Cruz co., page 293 and following.

D. J. HASLAM. *Co. Recorder.*
By JAMES O. WANZER, *Deputy.*

896 *Exhibit* 53.—*J* 1.—*Deed. Jose Bolcoff and wife to Augustus Le. Plogeon.*

This indenture, made this twenty-first day of November, A. D. one thousand eight hundred and fifty-seven, between Jose Bolcoff, Maria Candida Bolcoff, his wife, both of the city and county of Santa Cruz, in the State of California, parties of the first part, and Augustus Le. Plonegeon, of the city and county of San Francisco, party of the second part, witnesses: That for and in consideration of the sum of twenty thousand five hundred and sixty-one dollars, amount of a judgment obtained by the party of the second part against Jose Bolcoff, in the Supreme Court of the city of San Francisco, on the seven day of October, 1856, a transcript of which was filed on the eleventh day of October, 1856, the indebtedness of which is hereby acknowledged, have sold, bargained, conveyed, and quit claim, and by these presents do sell, bargain, convey, and quit claim unto the party of the second part, his heirs and assigns, forever, all their right, title and interest, both in law and in equity, in and to that certain tract of land
898 situated in the county of Santa Cruz, and known as the Refugio Rancho, and more particularly described as follows, to wit: On the north by the summit of the mountains; on the east by a rock in the sea, at the mouth of a creek called Sanjon Grande, running along what was formerly known as the Mission Lands of Santa Cruz, to a blunt top redwood tree, and from thence to the top of the mountains; on the west by a creek called Arroyo de la Laguna Palo, containing about three leagues from east to west, and two leagues five hundred varas from north to south, excepting of the above described property, the league described in the mortgage executed by

the parties of the first part to Moses A. Meader, on the nineteenth day of March, A. D. one thousand eight hundred and fifty-three, which is reserved as the homestead, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, to have and to hold the same, unto the said party of the second part, his heirs and assigns, forever.

In testimony whereof, the said parties of the first part have hereunto affixed their hands and seals the day and year first above mentioned.

[SEAL.] JOSE BOLCOFF.

[SEAL.] MARIA + (her mark.) CANDIDA BOLCOFF.

899 Translated, sealed, signed, and delivered in the presence of—
FRANK ALZINA.

STATE OF CALIFORNIA, *County of Santa Cruz*:

On this 21st day of November, A. D. 1857, before me, J. F. J. Bennett, county clerk in and for the said county of Santa Cruz and State aforesaid, personally came Jose Bolcoff and Maria Candida Bolcoff, personally known to me to be the same persons described in, and who executed the foregoing conveyance, and each for themselves acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein mentioned.

And the said Maria Candida Bolcoff, on an examination separate and apart and without the hearing of her husband, on being made acquainted with the contents of the foregoing conveyance, through Frank Alzino, an interpreter duly sworn, acknowledged that she executed the same freely and voluntarily, without fear or compulsion or undue influence of her husband, for the uses and purposes
900 therein mentioned, and that she did not wish to retract the execution of the same.

In testimony whereof, I have hereunto set my hand and affixed the seal of the County Court the day and year first in this certificate written.

[SEAL.] J. F. J. BENNETT,
County Clerk.

The words "without fear or compulsion or undue influence of her husband" interlined at the time of taking the acknowledgment.

This is to certify that the annexed conveyance is recorded in vol. 3 of records of Santa Cruz county, on pages 642 and 3, this 2nd day of December, A. D. 1857.

J. F. J. BENNETT, *Recorder.*
Pr. J. C. WILSON, *Deputy.*

Filed for record Nov. 21, 1857, at 7 o'clock, p. m. Presented by Augustus Le. Plongeon.

J. F. J. BENNETT,
County Recorder.

901 *Exhibit 54.—Deed.—O. K. Stampley to Augustus Le. Plongeon.*

This indenture, made this twenty-first day of November, A. D. 1857, between O. K. Stampley, as sheriff of the county of Santa Cruz, of the first part, and Augustus Le. Plongeon, of the city and county of San Francisco, and State of California, of the second part: Whereas, by virtue of a writ of execution issued out of, and made under, the seal of the Superior Court of the city of San Francisco, State of California, against one Jose Bolcoff, of the county of Santa Cruz, to the said sheriff directed and delivered, commanding him that of the goods and chattles of the said Jose Bolcoff, in his bailiwick, he should cause to be made certain moneys in the said writ specified; and if sufficient goods of the last named person could not be found, that then he should cause the amount of said judgment to be made of the lands, tenements, and real estate whereof the said last-named person was seized; and whereas, because sufficient goods and chattles of the last named person in the said writ could not be found,

902 whereof he, the sheriff, could cause to be made the moneys specified in said writ, he, the said sheriff, did, in obedience to the said command, levy on, take, and seize, all the estate, right, title, and interest of the said last-named person, of, in, and to the lands, tenements, real estate, and premises hereinafter particularly set forth and described, with the appurtenances, and did, on the fourteenth day of January, A. D. 1857, sell all the right, title, and interest of the said last-named person in and to the said premises at public vendue, at the court-house door, in the city of Santa Cruz, in said county, between the hours of nine in the morning and five in the afternoon of that day, namely, at twelve o'clock, m., he having first given notice of the time and place of such sale according to law; at which sale the right, title, and interest of the last-named person in and to said premises were struck off and sold to Augustus Le. [Le.] Plongeon, the party of the second part, for the sum of fifteen thousand dollars, he, the said Augustus Le. Plongeon being the highest bidder, and that being the highest sum bidden for the same. Whereupon the said sheriff, after recovering from said purchaser

903 the said sum of money so bidden as aforesaid, gave to him such certificate as is by law directed to be given, and a certificate of such sale was duly filed in the office of the recorder of the county of Santa Cruz; and whereas, the six months after such sale thereof have expired without any redemption of the said premises having been made:

Now, this indenture witnesseth, that I, O. K. Stampley, the sheriff as aforesaid, by virtue of said writ and in pursuance of the statute in such cases made and provided, for and in consideration of the sum of money above-mentioned, to me in hand paid as aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold, conveyed, and confirmed, and by these presents do grant, bargain, sell, convey, and confirm, unto the said Augustus Le. Plongeon, his heirs or assigns, all the estate, right, title, and interest of the

said person against whom the said writ of execution has been issued aforesaid, of, in, and to all the following described property, to wit: The whole of the Rancho Refugio, said rancho being bounded and described as folllows, to wit: On the north by the summit of the mountains; on the east by a rock in the sea, at the mouth of a creek called Sanjon Grande, running along what was formerly known as the Mission
904 Lands of Santa Cruz, to a blunt top redwood tree, and from thence to the top of the mountains; on the west by a creek, Arrago de la Laguna Palo, containing about three leagues from east to west, and two leagues five hundred varas from north to south, excepting the following property, described in sundry deeds, which was excepted from the sale at the time said [said] took place. Said property being conveyed to the following named individuals, by deeds dated as follows: To Moses A. Meader, (by deeds dated July 22, 1850, March 31st, 1851, March 19, 1853, February, 15, 1856,) also the league of land mortgaged on the 19th March, 1853, to Meader; Ely Moore, (by deeds dated February 15, 1848, May 9, 1852); S. John, (by deed dated October 6, 1852); George Parsons, (by deeds dated November 25, 1852, Decemb. 1, 1854); Frederick Tittle, (by deed dated November 22, 1852); A. P. Jordan, (by deed dated Oct'r 5, 1853); J. L. Davis and A. P. Jordan, (by deed dated February 8, 1855); John A. Watson, (by deed dated June 1, 1855, July 10, 1855); Peckham and Coult, (by deed dated June 1, 1855); John Coult, (by deed dated November 21st, 1855); John Fleck, (by deed dated May 26, 1856); J. D. Spitler, by (deed dated October 6, 1852); Edward Green, (by deed dated August 16, 1862), and Frank, (by deed
905 dated November 24, 1852), together with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining; to have and to hold the said above-mentioned and described premises, with the appurtenances, unto the said Augustus Le. Plongeon, his heirs and assigns, forever, as fully and absolutely as said O. K. Stampley, the sheriff areforesaid can, may, and ought to, by virtue of the said writ, and of the statute in such case made and provided, grant, bargain, sell, release, assign, convey, and confirm the same.

In witness whereof, I, the said sheriff, have hereunto set my hand and seal the day and year first above written.

[SEAL.] O. K. STAMPLEY, *Sheriff*.
By S. DRENNAN, *Deputy Sheriff*.

Sealed and delivered in presence of—
J. F. J. BENNETT.

STATE OF CALIFORNIA, *County of Santa Cruz, ss*:

On this 24th day of November, A. D. 1857, before me, J. F. J. Bennett, county clerk in and for the county of Santa Cruz and State aforesaid, personally came O. K. Stampley, by Samuel Drennan, under sheriff of him the said O. K. Stampley, as aforesaid, to
906 me personally known to be the same person described in, and who executed the foregoing conveyance, duly acknowledged

to me that he executed the same fully and voluntary for the uses and purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and affixed the seal of the county court the day and year first above in this certificate written.

J. F. J. BENNETT,
County Clerk.

Filed for record Nov. 24, A. D. 1857, at 9 o'clock, a.m. Presented by A. Le Plongeon.

J. F. J. BENNETT, *Recorder.*

This to certify that the annexed conveyance is recorded in Vol. 3 of records of Santa Cruz co., on pages 640-1-2.

J. F. J. BENNETT, *Recorder.*
Per H. WILSON, *Dep'y.*

907 *Exhibit* 55.—*J.* 2.—*Deed.*—*A. Le Plongeon to G. Touchard.*

This indenture, made the twentieth day of January, A. D. one thousand eight hundred and fifty-eight, between Augustus Le Plongeon, of the city and county San Francisco, in the State of California, party of the first part, and Gustave Touchard, of the same city, county and State, party of the second part, witnesseth: That the said party of the first part, for and in consideration of of the sum of twenty-one thousand dollars ($21,000) legal money of the United States of America, to him paid in hand by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, sold, and conveyed, and by these presents does grant, sell, and convey unto the said party of the second part, and to his heirs and assigns, forever, all that certain piece of land or farm situated in the county of Santa Cruz, and known as the "Rancho Refugio," and more particularly described as follow, to wit: Being bounded on the
908 north by the summit of the mountains; on the east by a rock in the sea at the mouth of a creek called Sanjon Grand, running along what was formerly known as the Mission's Land of Santa Cruz, to a blunt top redwood tree; and from thence to the top of the mountains; on the west by a creek arroyo de la Laguna Palo, containing about three leagues from east to west, and two leagues five hundred varas from north to south, excepting of the above-described property several small tracts or parcels granted to several individuals by deeds dated as follows, to wit: to M. A. Meader (by deeds dated July 22, 1850, March, 31, 1851, March 19, 1853, and the land described in a certain mortgage from Jose Bolcoff and others to M. A. Meader, dated March 19, 1853;) to Eli Moore, (by deeds dated February 15, 1848, May 9, 1852;) to St. John, (by deed dated October 6 1852;) to George Parsons, (by deeds dated Novemb. 25, 1852, Decemb. 1st, 1854;) to Frederick Tittel, (by deed dated Novemb. 22, 1852;) to A. P. Jordan, (by deed dated October 5, 1853;) to J. L. Davis & A. P. Jordan,
909 (by deed dated February 8, 1855;) to John H. Watson, (by

deeds dated June 1, 1855, July 10, 1855; to Peckham and Coults, (by deed dated June 1st, 1855;) to John Coults, (by deed dated November 21, 1855,) to John Fleck, (by deed dated May 26, 1856;)to J. D. Spittler, (by deed dated October 6, 1852;) to Edward Green, (by deed dated August 16th, 1852;) to Frink, (by deed dated Novemb. 24, 1852;) and to Ignacio Castro, (by deed dated September 3, 1856, together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining and also all the estate, right, title interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part of, in, and to the same, and every part and parcel thereof with the appurtenances; to have and to hold the above granted, bargained, and described premises, with the appurtenances, unto the said party of the secoud part, his heirs and assigns, to his and their own proper use, benefit and behoof forever.

910 In witness whereof, the party of the first part has hereunto set his hand and seal the day and year first above written.

[SEAL.] A. LE PLONGEON.

Sealed and delivered in the presence of—
H. A. COBB.

STATE OF CALIFORNIA, *City and County of San Francisco, ss:*

On this twentieth day of January, A. D. one thousand eight hundred and fifty-eight, before me, Henry A. Cobb, a notary public in and for said county, personally appeared Auguste Plongeon, to me personally known to be the individual described in, and who executed the annexed instrument, and acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

[SEAL.] H. A. COBB,
Notary Public.

911 Filed for record February 4. at 11 o'clock a. m., A. D. 1858. Presented by G. Touchard.

J. F. J. BENNETT,
Recorder.

Recorded February tenth, A. D. 1858, on pages 698, 699 and 700 of volume 3, records of Santa Cruz County.

J. F. J. BENNETT, *Recorder.*
By DAVID W. MCNULTY, *Deputy.*

912

913 *Exhibit 56.—J +.—Deed.—G. Touchard to T. Courtis.*

This indenture, made the twentieth day of April, in the year of our Lord eighteen hundred and sixty-four, between Gustave Touchard, of the city and county of San Francisco and State of California, party of the first part, and Thomas Courtis, of the same

place, party of the second part, witnesseth: That the said party of the first part, for and in consideration of the sum of five dollars to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released, and quit claimed, and by these presents doth hereby remise, release, and forever quit claim unto the said party of the second part, and to his heirs and assigns, forever, all his right, title, interest or estate in or to that certain piece or parcel of land situated in the county of Santa Cruz, and more particularly described as follows, to wit: Being bounded on the north by the summit of the mountains; on the east by a rock in the sea at the mouth of a creek, called Sanjon Grande,
914 running along what was formerly known as the Mission Lands of Santa Cruz, to a blunt top redwood tree, and from thence to the top of the mountains; on the west by a creek, "Arrayo de la Laguna Palo," containing about three leagues from east to west, and two leagues five hundred varas from north to south, the said premises being known as the "Refugio Rancho," together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining; to have and to hold the same unto the said party of the second part, his heirs and assigns, forever.

In witness whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

[SEAL.] G. TOUCHARDS.

Signed, sealed, and delivered in the presence of—
J. FOX.

[Int. rev. st. $1 can'd.]

STATE OF CALIFORNIA, *City and County of San Francisco, ss*:

On this 26th day of April, A. D. 1864, before me, R. H. Sinton, a notary public in and for said city and county, duly commissiond and sworn, personally appeared the within named Gustave Touchard, whose name is subscribed to the annexed instrument as a party thereto, personally known to me to be the individual described in and who executed the said annexed instrument, and acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

R. H. SINTON,
Notary Public.

Recorded at request of W. F. & Co., April 28, A. D., at 1
916 min. past 9 p. m., in vol. 6, of records of Santa Cruz county, page 608 and following.

JOHN GARNSTON, *Recorder.*
By JAMES O. WANZER, *Deputy.*

917 *Exhibit* 57.—*J* 3.—*Deed.*—*G. Touchard to T. Courtis.*

This indenture, made the twenty-fourth day of May, in the year of our Lord one thousand eight hundred and sixty-one, between Gustave Touchard, of the city and county of San Francisco, State of California, party of the first part, and Thomas Courtis of the same place, party of the second part, witnesseth: That the said party of the first part, for and in consideration of the sum of one thousand dollars lawful money of the United States of America, to him in hand paid by the said party of the second part at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, released, remised, and conveyed, and by these presents does bargain, sell, release, remise, and convey unto the said party of the second part, and to his heirs and assigns, forever, all that certain piece of land or farm situated in the county of Santa Cruz, and known as the Rancho Refugio, and more particularly described as follows, to wit: Being bounded on
918 the north by the summit of the mountains; on the east by a rock in the sea at the mouth of a creek called Sanjon Grande, running along what was formerly known as the Mission Lands of Santa Cruz to a blunt top redwood tree, and from thence to the top of the mountains; on the west by a creek, Arrago de la Laguna Palo, containing about three leagues from east to west, and two leagues five hundred varas from north to south, excepting of the above-described property, several small tracts or parcels granted several individuals by deeds dated as follows, to wit: to M. A. Meader, (by deeds dated July 22, 1850, March 31st, 1851, March 19, 1853, and the land described in a certain mortgage from Jose Bolcoff and others to M. A. Meader, dated March 19, 1853;) to Eli Moore, (by deeds dated February, 15th, 1848, May 9th, 1852;) to St. John, (by deed dated October 6th, 1852;) to Geo. Parsons, (by deeds dated Novemb. 25, 1852, December 1, 1854;) to Frederick Tittle, (by deed dated Novemb. 22, 1852;) to A. P. Jordan, (by deed dated October 5, 1853; to J. D. Davis and A. P. Jordon, (by deed dated February 18th, 1855;) to John H. Watson, (by deeds dated [dated] June 1, 1855, July 10th, 1855;) to Peckham and Coult, (by deeds dated June 1st, 1855;) to John Cault, (by deed dated November 21st, 1855;) to John
919 Flech, (by deed dated May 26th, 1856; to J. D. Spittler, (by deed dated October 6th, 1852;) to Edward Green, (by deed dated August 16th, 1852;) to Fink, (by deed dated November 24th, 1852,) and to Ignacio Castro, (by deed dated September 5, 1856,) together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; to have and to hold all and singular the above-mentioned and described premises, together with the appurtenances, unto the said party of the second part, his heirs and assigns, forever; and the party of the first part does covenant that he will warrant and defend the right, title, and interest in and to the above premises against the acts and deeds of the said party of the first part, and all persons

claiming by, from, under, or through the said party of the first part, unto the said party of the second part, his heirs and assigns, forever.

In witness whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

[SEAL.] GUS. TOUCHARD.

920 Signed and sealed in the presence of—
WM. WILSON LAWTON.

STATE OF CALIFORNIA, *City and County of San Francisco, ss*:

On this twenty-fourth day of May, A. D. eighteen hundred and sixty-one, before me, Wm. Wilson Lawton, a notary public in and for the said city and county, personally appeared, Gustave Touchard, to me known to be the person described in and who executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

[SEAL.] W. C. LAWTON,
Notary Public in and for the City and County of San Francisco.

Filed for record at request of T. Courtis, June 14, 1861, at 11½ o'clock a. m., and recorded in vol. 5 of records, pages 291 and 292.
D. J. HARLAM, *Co. Recorder.*

921 *Exhibit 58.—M 3.—Deed.—Thomas Courtis to Santa Cruz Petroleum Oil Works Company.*

This indenture, made the seventeenth day of May, in the year of our Lord one thousand eight hundred and sixty-five, between Thomas Courtis, of the city and county of San Francisco, in the State of California, party of the first part, and the Santa Cruz Petroleum Oil Works Company, party of the second part, witnesseth: That the said party of the first part, for and in consideration of the sum of five hundred dollars, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, doth hereby remise, release, and quit claim unto the said party of the second part, and to their successors and assigns, forever, all the following described land and premises situated, lying, and being in the county of Santa Cruz, State of California, aforesaid, and being a portion of the rancho known by the name of the Rancho del Refugio, bounded and described as follows: Commencing at the southwest corner of lands formerly occupied by Bascom B. Case; thence running
922 southwesterly two hundred and seventy rods; thence at right angles northerly two hundred and forty rods to the bed of a creek; thence up the bed of said creek to a point opposite the northwest corner of the premises whereon said Case resided formerly; thence easterly to said northwest corner of said premises; and thence southerly, along said Case's land to the place of beginning,

917 *Exhibit* 57.—*J* 3.—*Deed.*—*G. Touchard to T. Courtis.*

This indenture, made the twenty-fourth day of May, in the year of our Lord one thousand eight hundred and sixty-one, between Gustave Touchard, of the city and county of San Francisco, State of California, party of the first part, and Thomas Courtis of the same place, party of the second part, witnesseth: That the said party of the first part, for and in consideration of the sum of one thousand dollars lawful money of the United States of America, to him in hand paid by the said party of the second part at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, released, remised, and conveyed, and by these presents does bargain, sell, release, remise, and convey unto the said party of the second part, and to his heirs and assigns, forever, all that certain piece of land or farm situated in the county of Santa Cruz, and known as the Rancho Refugio, and more particularly described as follows, to wit: Being bounded on
918 the north by the summit of the mountains; on the east by a rock in the sea at the mouth of a creek called Sanjon Grande, running along what was formerly known as the Mission Lands of Santa Cruz to a blunt top redwood tree, and from thence to the top of the mountains; on the west by a creek, Arrago de la Laguna Palo, containing about three leagues from east to west, and two leagues five hundred varas from north to south, excepting of the above-described property, several small tracts or parcels granted several individuals by deeds dated as follows, to wit: to M. A. Meader, (by deeds dated July 22, 1850, March 31st, 1851, March 19, 1853, and the land described in a certain mortgage from Jose Bolcoff and others to M. A. Meader, dated March 19, 1853;) to Eli Moore, (by deeds dated February, 15th, 1848, May 9th, 1852;) to St. John, (by deed dated October 6th, 1852;) to Geo. Parsons, (by deeds dated Novemb. 25, 1852, December 1, 1854;) to Frederick Tittle, (by deed dated Novemb. 22, 1852;) to A. P. Jordan, (by deed dated October 5, 1853; to J. D. Davis and A. P. Jordon, (by deed dated February 18th, 1855;) to John H. Watson, (by deeds dated [dated] June 1, 1855, July 10th, 1855;) to Peckham and Coult, (by deeds dated June 1st, 1855;) to John Cault, (by deed dated November 21st, 1855;) to John
919 Flech, (by deed dated May 26th, 1856; to J. D. Spittler, (by deed dated October 6th, 1852;) to Edward Green, (by deed dated August 16th, 1852;) to Fink, (by deed dated November 24th, 1852,) and to Ignacio Castro, (by deed dated September 5, 1856,) together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; to have and to hold all and singular the above-mentioned and described premises, together with the appurtenances, unto the said party of the second part, his heirs and assigns, forever; and the party of the first part does covenant that he will warrant and defend the right, title, and interest in and to the above premises against the acts and deeds of the said party of the first part, and all persons

claiming by, from, under, or through the said party of the first part, unto the said party of the second part, his heirs and assigns, forever.

In witness whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

GUS. TOUCHARD.

[SEAL.]

920 Signed and sealed in the presence of—

WM. WILSON LAWTON.

STATE OF CALIFORNIA, *City and County of San Francisco, ss*:

On this twenty-fourth day of May, A. D. eighteen hundred and sixty-one, before me, Wm. Wilson Lawton, a notary public in and for the said city and county, personally appeared, Gustave Touchard, to me known to be the person described in and who executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

W. C. LAWTON,

[SEAL.] *Notary Public in and for the City and County of San Francisco.*

Filed for record at request of T. Courtis, June 14, 1861, at 11½ o'clock a. m., and recorded in vol. 5 of records, pages 291 and 292.

D. J. HARLAM, *Co. Recorder.*

921 *Exhibit* 58.—*M* 3.—*Deed.*—*Thomas Courtis to Santa Cruz Petroleum Oil Works Company.*

This indenture, made the seventeenth day of May, in the year of our Lord one thousand eight hundred and sixty-five, between Thomas Courtis, of the city and county of San Francisco, in the State of California, party of the first part, and the Santa Cruz Petroleum Oil Works Company, party of the second part, witnesseth: That the said party of the first part, for and in consideration of the sum of five hundred dollars, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, doth hereby remise, release, and quit claim unto the said party of the second part, and to their successors and assigns, forever, all the following described land and premises situated, lying, and being in the county of Santa Cruz, State of California, aforesaid, and being a portion of the rancho known by the name of the Rancho del Refugio, bounded and described as follows: Commencing at the southwest corner of lands formerly occupied by Bascom B. Case; thence running

922 southwesterly two hundred and seventy rods; thence at right angles northerly two hundred and forty rods to the bed of a creek; thence up the bed of said creek to a point opposite the northwest corner of the premises whereon said Case resided formerly; thence easterly to said northwest corner of said premises; and thence southerly, along said Case's land to the place of beginning,

containing five hundred acres of land more or less, together with all and singular the tenements, hereditament, and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, property, possession, claim, and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in, or to the above-described premises, and every part and parcel thereof, with the appurtenances; to have and to hold all and singular the above-mentioned and described premises, together with the appurtenances, unto the said party of the second part, their successors and assigns, forever.

And the party of the first, for himself and his heirs, executors, and administrators, doth promise and agree to and with the
923 party of the second part, their successors and assigns, that he hath not made, done, committed, executed, or suffered any act or acts, thing, or things, whatsoever, whereby, or by means whereof, the above-mentioned and described premises, or any part or parcel thereof, now are, or at any time hereafter shall or may be, impeached, charged, or incumbered in any manner or way whatsoever.

In witness whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

[SEAL.] THOMAS COURTIS.

Signed, sealed, and delivered, and U. S. revenue stamps to the amount of $, affixed and cancelled, in presence of—[the words "heir" erased, and the words "successors" interlined in two places before the execution.]

[SEAL.] W. O. ANDERSON.

[Int. rev. stamp, 50 c. canc'd.]

STATE OF CALIFORNIA, *County of San Francisco, ss:*

924 On this seventeenth day of May, A. D. one thousand eight hundred sixty-five, before me, W. A. Andrews, a notary public in and for said city and county, personally appeared Thomas Courtis, to me personally known to be the individual described in and who executed the annexed instrument as party thereto, and acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

[SEAL.] W. A ANDREWS,
Notary Public.

OFFICE OF THE COUNTY RECORDER,
Of the County of Santa Cruz.

The within filed for record at 10½ o'clock a. m. the 25th day of May, A. D. 1865, and recorded in book of deeds seven, page, 490, &c., at the request of Wells, Fargo & Co.

D. J. HARLAM, *Recorder.*

In the Circuit Court of the United States, tenth circuit, for the northern district of California.

925 *Exhibit* 59.

CHARLES E. NORTON, complainant,
vs.
JOSE BOLCOFF, MOSES A. MEADER, and others, defendants.
} In equity.

It is hereby stipulated and agreed by and between the complainant and the defendants, Moses A. Meader, Samuel Adams, Albion P. Jordan, Isaa E. Davis, Robert F. Peckham, Adna A. Hecox, Hurley Swartout, Henry Ryan, George Pace, and the heirs of Eli Moore, deceased, consisting of Alexander Moore, Thomas W. Moore, William H. Moore, Emeline Beese, wife of N. Besse, J. W. Besse, Elizabeth Moore, widow of Eli Moore, deceased, Elizabeth Moore, daughter of Eli Moore, deceased, Ianthe Vestal, and Rachael Vestal, by
926 their respective, as fellows;

1st. The defendant, Jose Bolcoff, having died since the filing of the answer in this case by him, and the defendants above named, it is hereby agreed that the case be dismissed as to him, and that a rule be so entered by the clerk of the court.

2nd. That the cause be dismissed as to all the above-named heirs of Eli Moore, deceased, viz: Alexander Moore, Thomas W. Moore, William H. Moore, Emeline Beese, wife of J. N. Beese, J. N. Beese, Elizabeth Moore, widow, and Elizabeth Moore, daughter of Eli Moore, deceased, Ianthe Vestal and Rachael Vestal, and that a rule be so entered by the clerk of this court.

3d. That the other defendants above named have leave to file an amendment to their answer, which was filed in this court on the 4th day of December, 1865, by striking out of the 22d, 23d, and
927 24 lines of the 23d page the words "Maria Candida Castro, Maria Jacinta Castro," and by striking out the same words from the 25th, 26th, and 27 lines of the 23d pages, and by striking out the same words from the 11th and 12th lines of page 25; and that said amendments may be made by striking or erasing said words from the original answer on file in the court.

4th. That all motions now pending between said parties be dismissed.

5th. That plaintiff may file a general replication to said answers on or before the next rule day; and from such filing the cause shall be deemed at issue as between the parties to this stipulation, upon the bill, the aforesaid answer so amended, and the replication; no amendments which may be made to the bill hereafter shall effect these defendants; but subject to this proviso complainant may amend
928 said bill if he deems it necessary to meet the cases of other defendants.

6th. On the issue so joined as between the parties to this stipulation, the complainant may introduce evidence of any fact in avoidance of any new matters stated in the answer in the same manner that he would be entitled to do if such fact was stated and avoided in

the bill or in a special replication; and such evidence may be controverted or avoided by the defendants in the same manner as if the facts sought to be proved in contravention or avoidance were stated in the answer.

7th. That duly certified copies of all depositions on file in the office of the clerk of the District Court of the third judicial district in and for the county of Santa Cruz, taken and filed on behalf of either party in the case of Ferdinand Vassault *vs.* Moses A. Meader, which
929 was pending in that court in the year A. D. 1859, may be read in evidence on the hearing of this cause in the same manner, and subject to the same objections, and no others, as if the same had been regularly taken in this cause.

8th. All evidence of witnesses that may be hereafter taken in this cause, except such as shall be taken on commission, may be taken by open depositions on verbal interrogatories propounded by the parties or their solicitors; and such depositions, when taken, may be filed with the clerk of this court, and may be read on the hearing in the same manner, and subject to the same objections, and no others, as if they had been regularly taken on written interrogatories and sealed up by the examinor, according to the acts of Congress and the rules of chancery practice.

9. All depositions heretofore taken and filed in this cause
930 may be opened at the request of either party without prejudice to the same, being read in evidence at the hearing of the cause.

10th. All papers, documents, and depositions on file in the office of the United States surveyor general for the State of California, which appertain to the records of the late boards of commissioners, to ascertain and settle private land claims in California, and which were filed in cases numbered 207 and 214, on the dockets of said commissioners, may be read in evidence on the hearing of this cause.

Dated March 29, 1866.

SHAFTER, GOULD & DWINELLE,
Sol's for Complainant.

R. F. PECKHAM,
Solicitors for Defendants above named.

PATTERSON, WALLACE & STOW,
For Def's, Petroleum Oil W. Co.

Endorsed: Filed March 29, 1866. Geo. C. Gorham, cl'k.
931 By Dan'l T. Sullivan, deputy.

Exhibit 60.—*Verdict and judgment.*—*Vassault vs. Meader et als.*

VASSAULT
vs.
MEADER.

We, the jury, find that the plaintiff is entitled to recover two undivided thirds of the Refugio Ranch against the defendants, Asa Hull, Bascom Case, William Dunlap, Louis Hilm, and John Dunlap.

And the two undivided thirds of the said ranch, as against the

defendant Meader and Swarthout, except as to the quantity conveyed to them by Bolcoff and wife, by metes and bounds, (including the quantity embraced in the mortgage,) and as to the quantity conveyed to said defendants, Meader and Swarthout. The plaintiff is entitled to be let into possession with them as tenants in common for the one-third undivided interest as to the said Meader, and two-thirds undivided interest as to the defendant Swarthout.

The respective portions in the answer of the said Meader and Swarthout being referred to for greater certainty.

W. RICE, *Foreman.*

932 Endorsed: Vassault vs. Meader et al. Verdict filed Nov. 25, 1859. D. J. Haslam, clerk.

STATE OF CALIFORNIA, *County of Santa Cruz:*

I, F. F. Tidball, clerk of the District Court in and for said county, certify the foregoing to be a full, true, and correct copy of the verdict of the jury in the cause of Ferdinand Vassault *vs.* Moses A. Meader *et als.*, as shown by the judgment roll in said cause now on file in my office.

Witness my hand and the seal of said court this 10th day of July, A. D. 1866.

[SEAL.] F. F. TIDBALL, *Clerk.*

In the District Court of the 3d judicial district, November term, 1859, at the county court-house of said county, Hon. S. B. McKee, judge.

933 FERDINAND VASSAULT, plaintiff,
vs.
MOSES A. MEADER, ASA HULL, BASCOM CASE, Wm. Dunlap, John Dunlap, Luis Hilm, H. Swarthout, defendants.

STATE OF CALIFORNIA, *County of Santa Cruz:*

This cause now coming on for trial, and being fully heard by the court, with a jury, and the jury finding herein a verdict for the plaintiff, it is therefore ordered, adjudged, and decreed by the court that the said plaintiff, Ferdinand Vassault, do have and recover the two-thirds undivided interest of the whole rancho or tract of land described by the plaintiff in his complaint, and known as the Refugio Rancho, lying and being in the county of Santa Cruz, State of California, as against each and all of the defendants, Asa Hull, Bascom Case, William Dunlap, Luis Hilm, and John Dunlap, they not having title to any part thereof.

It is further ordered, considered and adjudged, that the plaintiff, Ferdinand Vassault, is entitled to recover the two thirds un-
934 divided interest in the whole of the aforesaid Rancho Refugio as against the defendant, Moses A. Meader, except those three portions which he admits himself to be in the possession of, in his

answer filed in this cause, as follows, to wit: Commencing at a stake and stone near the foot of the first bluff, being north of R. Vestal's house, and east of a small creek, being at the northeast corner of E. Moore's land, and running thence south, 37½, west, 42 6-10 chains, to a stake and stone on the bank of a small creek or branch; thence north, 15 1-10 chains, to a stake; thence north, 37½, west, 8 chains to a stake; thence north 1¼, east, 8 chains; thence north, 3½, west, 5 chains, to a stake; thence north, 17½; west, 21 8-10 chains, to a stake; thence north, 1¼; west, 47 chains, to a stake on the bank of the creek near Moore and Bolcoff's mill; thence west, 5½ chains, to the middle of said mill creek; thence north, 9¼; east, along said creek, 90 chains, to an oak tree on the bank or side of a branch of the aforesaid stream; thence north, 75½; east, 39½ chains, to the east line of said Bolcoff's land; thence south, 3½; east, 197 chains,
935 to the place of beginning, as conveyed on the 31st day of March, A D. 1857, by Jose Bolcoff and his wife, Maria Candida, to the said Moses A. Meader, which deed of conveyance was duly acknowledged on the 21st day of March, 1851, and recorded in the office of the county recorder, in the county of Santa Cruz, on the 19th day of March, 1853; and was again duly acknowledged and recorded in the office of the county recorder, in the county of Santa Cruz, in book 2, of records, page 74.

Also that other tract of land, being a portion of the said Rancho Refugio, and described as follows, to wit:

Bounded by a line commencing at the southwest corner of the land previously conveyed by Juan Bolcoff, Francisco Bolcoff, Jose Bolcoff, and Maria Candida, his wife, to the said Moses A. Meader, and running thence up the coast road to the first bridge on a gulch, about five hundred yards, more or less; thence up said gulch to its fork; thence up the western fork of said gulch or creek until it strikes the road leading from the said mill—then known as Moore's—towards where Jose Bolcoff then resided; and thence along the southerly side
936 of said road northeasterly to the land of this defendant, conveyed to him as aforesaid, and thence along the said lands of this defendant (the said Moses A. Meader,) to the place of beginning, the deed of conveyance for said land being recorded in the county recorder's office of Santa Cruz county, in vol. 2 of records, page 77.

Also that other tract of land, being a portion of the said Rancho Refugio, and described as follows, to wit:

Bounded by a line commencing at a point on the bay of Monterey, at the southwest corner of Eli Moore's land, and running thence westerly along the sea beach, about three miles, to a small stream of water, running just beyond where Alfred Baldwin then lived; thence from the mouth of said stream up the middle channel thereof, in a northerly direction, for three miles; thence easterly to the western boundary of the aforesaid line of defendant, the said Moses A Meader, conveyed to him as aforesaid, striking said boundary three miles northerly from the place of beginning; thence southerly on this defendant (the said Moses A. Meader) line to the public road leading up the coast from said Moore's dwelling-house; thence

937 easterly along said road to the northwest corner of said Moore's land; thence along the western line of said Moore's land to the place of beginning, containing about three miles square, more or less, reference being had to Sheriff Caldwell's deed of conveyance under foreclosure of mortgage, and recorded in the county recorder's office of Santa Cruz, in vol. 3 of records, page 217.

And it is ordered, adjudged, and decreed, that as to the three tracts and portions of land hereinbefore described, being part of the said Rancho Refugio, the plaintiff, Ferdinand Vassault, be, and is hereby, entitled to be let into the possession of the one undivided part of each and all of said tracts of land as tenants in common with said defendant, Moses A. Meader.

It is further ordered, considered, and adjudged, that the plaintiff Ferdinand Vassault, is entitled to recover the two-thirds undivided interest of the whole of the aforesaid Rancho Refugio, as against the defendant, Harley Swartwout, except those portions which he admits himself to be in the possession of, in his answer filed in this cause, as follows, to wit:

938 Bounded by a line commencing at the northeast corner of a lot of land commonly known as the St. John's land, and running thence south 5¾ degrees; west, 20 chains; thence north 77 degrees; east, 26 chains and 20 links; thence north, 5¼ degrees; east, 20 chains, and from thence south, 77 degrees; west, to the place of beginning, containing about fifty acres more or less.

And it is ordered, adjudged and decreed, that as to the said tract and portion of land, being fifty acres, more or less, of the said Rancho Refugio, the plaintiff, Ferdinand Vassault, be, and is hereby, entitled to be let into the possession of the two-thirds undivided portion thereof, as tenants in common with said defendant, Harley Swarthout.

And it is further ordered, adjudged and decreed, that the said plaintiff, Ferdinand Vassault, do have and recover of the said defendants to this action his proper costs in this behalf laid out and expended, being taxed at 482 dollars and 40 cents, and that execution do issue therefor to enforce the payment of the same.

939 The foregoing judgment was rendered by the said court at the November term, 1859, thereof, and entered herein by the clerk of said court, on the 26th day of November, A. D. 1859.

D. J. HASLAM, *Clerk.*
By EDW. L. WILLIAMS, *Deputy.*

STATE OF CALIFORNIA, *County of Santa Cruz:*

I, F. F. Tidball, clerk of the District Court, in and for said county, certify the foregoing to be a full, true, and correct copy of a judgment rendered in the above written cause, and now of record in my office in volume one of judgments on pages 247, 248, 249, 250 and 251.

Witness my hand and the seal of the District Court this 10th day of July, A. D. 1866.

[SEAL] F. F. TIDBALL, *Clerk.*

940
941 *Exhibit* 61.—*D.*

District Court, 3rd jud'l district, said county.

Execution.—M. A. Meader ads. M. Bolcoff, et als.

MOSES A. MEADER *ads.* MARIA CANDIDA BOLCOFF, JOSE BOLCOFF, Juan Bolcoff, Francisco Bolcoff, Isaac E. Davis, *et als.*	Foreclosure decree.

STATE OF CALIFORNIA, *County of Santa Cruz.*

The people of the State of California to the sheriff of the county of Santa Cruz, greeting:

Whereas a judgment was rendered in the District Court of the third judicial district in and for said county and State, on the second day of July, A. D. 1855, against the first four named defendants, and in favor of said plaintiff, for the sum $8,078 00 principal debt, with the further sum of [of] $5,704 22-100, interest thereon to date of judgment, together with accruing interest on the said principal debt at rate of 3 per cent. per month from said 2nd day of July, 1855, as also interest on said sum of $5,704 14-100 at rate of 10 per cent. per annum from said 2nd day of July, 1855, and
942 ordering and decreeing that certain mortgaged premises as set forth in said decree, a copy of which is hereunto annexed, be sold in accordance with law, and that out of the proceeds of said sale there be paid to the clerk of said court or to said plaintiff the said sum of $13,782 14-100 together with all costs of court:

These presents are therefore to command you the said sheriff, that out the above referred to mortgaged premises, (if sufficient,) you cause to be made by public sale in accordance with law the said sum of $13,782 14, together with accruing interest as aforesaid, as also the further sum of $149 00 costs of suit, as also all costs accruing under this suit.

And hereby make ye due and legal service and return to me in 30 days from your receipt hereof.

Witness my hand and seal of the District Court aforesaid, this the eight day of July, A. D. 1855.

[SEAL.] PETER TRACY, *Clerk.*
By H'Y F. PARSONS, *Dep. Clerk.*

By virtue of the within writ I have levied upon all the right, title and interest of Jose, Juan, Francisco, and Maria Candida
943 Bolcoff, the within-named defendants, in and to that parcel or tract of land known as the Rancho Refugio

I hereby certify that I have received $67 50-100 dollars from L. G. Caldwell, sheriff, on the within judgment.

Santa Cruz, August the 18th, 1855.

M. A. MEADER.

Endorsed. Exc. District Court. Meader *vs.* Bolcoff, *et als.* Writ. Filed August 1, 1855. P. Tracy, clerk.

STATE OF CALIFORNIA, *County of Santa Cruz:*

I, F. F. Tidball, clerk of the District Court in and for said county, certify the foregoing to be a full, true, and correct copy of pages one and two of an execution and the endorsements thereon, now on file in my office.

Witness my hand and the seal of said court this 7th day of July, A. D. 1866.

[SEAL.] F. F. TIDBALL, *Clerk.*

944

945 *Exhibit* 62.—*Copy of deed.—Jos. L. Majors to Hiram D. Scott.*

This indenture, made the ninth day of September, A. D. 1850, between Joseph L. Majors, of the county of Santa Cruz, in the State of California, of the first part, and Hiram D. Scott, of the county and State aforesaid, of the second part, witnesseth: That the said party of the first part for and in consideration of the sum of twenty thousand dollars, to him in hand paid, (the receipt whereof is hereby acknowledged,) by the said party of the second part, hath bargained, sold and quit claimed, and does by these presents, bargain, sell and quit claim, unto the said Hiram D. Scott, (the party hereto of the second part,) and unto his heirs and assigns, forever, all of the right, title, and interest which the party hereto of the first part has at law or in equity, in possession, or in expectancy of, in, and to all that tract piece or parcel of land known by the name of the San Augustin Rancho, situated in the county of Santa Cruz, in the State afore-
946 said, and lying on the road from Santa Cruz to the county of Santa Clara, and bounded by the rancho of the Carbonara and the rancho of Gyant and public lands, the same having been granted to the said Joseph L. Majors, party hereto of the first part, by governor Juan B. Alvarado, in the year 1841, and containing one sitio of ganado major, more or less, as will more fully appear by reference to the original grant now in the archives of this State, saving and excepting however a certain tract of land conveyed heretofore by the said Joseph L. Majors to Isaac Graham and William Nare, situated on the river San Lorenzo, and being two thousand varas in length along said river, and one thousand varas wide; and also the said party of the first part reserving for his own use and benefit and for the use and benefit of his heirs and assigns, ten acres of timber or wood land of said rancho of San Augustine, to be located in such part of the said rancho as the said Majors' party of the first part may desire, together with all the houses, out-houses, corrals, improvements and appurtenances to the said rancho or tract of land herein-before described belonging or in anywise appertaining, and the reversion and reversions,
947 remainder and remainders, rents, issues and profits thereof: to have and to hold the above described rancho or farm of San Augustine, saving and excepting the portions thereof so reserved as aforesaid, unto the said Hiram D. Scott, his heirs and assigns, as fully and completely as formerly held and owned by the said Joseph L.

Majors, to the only and absolute use and behalf of the said Hiram D. Scott, his heirs and assigns forever.

It is further covenanted and agreed by the parties hereto that the said Joseph L. Majors, party of the first part, on the confirmation of the title to the said Rancho (hereby conveyed) by the commissioner of the United States government, that then the said Majors, his heirs or assgins, shall make and execute a full and comple warrantry deed for the same unto the said Hiram B. Scott.

In testimony whereof, I have hereunto set my hand and seal the day and year first above written.

[SEAL] J. L. MAJORS.

Witnesses: PETER TRACY,
HENRY F. PARSON.

STATE OF CALIFORNIA, *Santa Cruz County:*

948 On this 9th day of September, A. D. 1852 before me, Peter Tracy, county recorder of said county, personally came Joseph L. Majors, to me known to be the individual described in and who executed the foregoing instrument, and who acknowledged that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Witness my hand and seal of office the day and year last above written.

[SEAL] PETER TRACY, *Recorder.*

Filed for record Sept'r 9, 1852, at 2 o'clock p. m.
PETER TRACY, *Recorder.*

STATE OF CALIFORNIA, *County of Santa Cruz ss:*

I, F. F. Tidball county clerk and ex-officio county recorder in and for said county, certify the foregoing to be a full, true, and correct copy of the deed recorded in my office in volume one of deeds, on pages 405 and 406.

Witness my hand and official seal this 29th day of June, A. D. 1866.

[SEAL] F. F. TIDBALL,
County Recorder.

[5 c. int. rev. stamp canc'd.]

949 *Exhibit* 63.—*N.*—*Deeds.*—*Joseph L. Majors and wife to R. F. Ryan.*

Know all men by these presents that I, Joseph L. Majors, of the county of Santa Cruz and state of California, for and in consideration of the services of R. F. Ryan, of San Francisco, to be rendered the said Majors in the recovery or defending the claim of said Majors in and to one-third of the rancho called "El Refugio" in the said county of Santa Cruz and State aforesaid, and for the prosecuting the said claim before the District Court of the United States for the southern district of California, and the Supreme Court of the United States, does hereby grant, bargain, sell, alien, assign and let

only to the said R. F. Ryan, and his [his] heirs, executors, administrators, and assigns, all my right, title, interest, claim, and demand, either at law or equity, in and to the said one-third of a league of land of El Refugio, the same being the claim of which I and my wife, Maria Majors, have been and am seized, and which is more partiularly described in the appendix to this deed marked "A" and made part hereof; to have and to hold the said undivided interest in
950 the said claim, which I and my wife have in the said land, to the said Rich'd F. Ryan, and to his heirs, executors, administrators and assigns, forever.

The said land for boundaries and measurements is referred to the grant by Alvarado, on record in the archives of the Mexican government, now in possession of the United States authorities.

[SEAL] J. L. MAJORS,

Signed in the presence of, and sealed.
ORRIN HARRIS.

STATE OF CALIFORNIA, *County of San Francisco, ss*:

On the seventeenth day of October, 1855, personally appeared before me, Erastus V. Joice, a notary public in and for said county, Orrin Harris, to me personally known to be the person whose name is subscribed to the annexed instrument as witness thereto, who, being by me duly sworn, says that he knows Joseph L. Majors, whose name he subscribed to the annexed instrument as party thereto, to
951 be the person described in and who executed said instrument, and that he acknowledged that he executed the same freely and voluntarily for the uses and purposes therein mentioned, and that he, the witness, subscribed his name thereto as a witness thereof at the time, and that he resides in the city of San Francisco.

Witness my hand and official seal the day and year first above written.

[SEAL] E. W. JOICE,
Notary Public.

Appendix A.

The land described in the written deed is described as commencing at the large gulch where there are some summer pasture grounds close to the beach opposite to a rock that is in the sea, stretching the cord N. W. until ariving at the creek of the Laguno de Palo, to where they measured three leagues. The creek being left as a bonudary and land-mark from south to north, they measured two leagues
952 and five hundred varas until arriving at the ridge opposite to the Sayante where, with an axe, a tree was marked as a land-mark; thence they measured all along the the ridge opposite to the first gulch the distance of two leagues and five hundred varas to where there is a dry redwood tree which serves as a land-mark, and in front of the rock of the beach all along the gulch towards the north, the measureres declaring that there was one square league.

Whereas, I, Maria de los Angelos de Majors, (formerly Castro,) am

entitled to one-third of the ranch known as El Refugio, situated in the county of Santa Cruz and State of California, and to the estate in fee therein by virtue, a grant made by Governor Alvarado, on April 8, 1839, the same being the land granted Maria Candida
953 Castro, Maria Jacinta and Maria de los Angelos Castro, orphans of Joaquin Castro, of said county of Santa Cruz, and Maria Antonio Amadea; and whereas, Joseph L. Majors, my husband, has made a contract with Richard F. Ryan, and a bargain and sale for one-third of a league of the land called El Refugio in the said county of Santa Cruz:

I hereby certify and confirm the said sale of the said one-third of a league of land to the said Richard F. Ryan, and to his heirs and assigns, forever, upon the consideration expressed in the said contract and sale so made by my said husband, Joseph L. Majors.

her
MARIA DE LOS ANGELOS × MAJORS.
mark

Signed and sealed in the presence of—
R. V. WOODCOCK,
WILLIAM BARTON.

STATE OF CALIFORNIA, *County of Santa Cruz, ss:*

954 On the 16th day of June, A. D. 1855, before me, J. F. J. Bennett, county clerk in and for the county and State aforesaid, personally appeared De los Angelos Majors, (formerly Castro,) the individual known in, and who declared to me that the foregoing is her free and voluntarily act and deed for the uses and purposes therein expressed.

And the said Maria de los Angelos Majors being examined by me separate and apart from her said husband, declared that she had done and executed the said instrument without fear or compulsion of her said husband, and for the uses and purposes therein named and expressed.

In witness whereof I have hereunto set my hand and affixed my official seal this the day and year last mentioned.

[SEAL.] J. F. J. BENNETT,
County Clerk.

STATE OF CALIFORNIA, *County of Santa Cruz, ss:*

955 Before the undersigned, county clerk of the county of Santa Cruz, personally appeared Maria de los Angelos Majors, wife of Joseph L. Majors, to me known personally known as the individual whose name is signed to the foregoing instrument, and who executed the same; and the said Maria de los Angelos Majors being examined by me separate and apart from her husband and without his hearing, and the contents of said instrument having been made known and explained by me through an interpreter, Lambert B. Clements, who was duly sworn by me to truly explain the said instrument to the said Maria de los Angelos Majors, she declared that she executed the

said instrument freely and voluntarily, and for the uses and purposes therein mentioned, without fear and compulsion or undue influence of her husband, and that she did not wish to retract the execution of the same.

In witness whereof, I have hereunto set my hand and affixed the seal of the County Court this 27th day of August, A. D. 1858.

J. F. J. BENNETT,
County Clerk.

956 The words "for the uses and purposes therein mentioned" interlined by me at the time of writing the same.

J. F. J. BENNETT,
Co. Clerk.

Endorsed: Filed for record June 16, A. D. 1858, at 12 o'clock M. presented by J. L. Majors. J. F. J. Bennet, county recorder.

Recorded in vol. 4 of records of Santa Cruz on pages 3 and 4 this 3rd day of August, 1858.

J. F. J. BENNETT, *Recorder.*
P'r J. C. WILLSON, *Dep.*

Filed for record August 27, A. D. 1858, at 12 o'clock m. Presented by Ryan.

J. F. J. BENNETT, *Recorder.*

957 STATE OF CALIFORNIA, *County of Santa Cruz, ss:*

This certifies that the within conveyance is re-recorded in volume 4 on pages 78, 79, and 80 of records of Santa Cruz county, and that the same was re-recorded Oct'r 1, 1858.

J. F. J. BENNETT, *Co. Recorder.*

958

959 *Exhibit* 64.—*Assessments.—Assessment roll of Santa Cruz county, State of California, for the year* 1851.

Name of person assessed: J. L. Majors.

Description of land and improv'ts: One league of land granted by Figuero to Maria Castro.

Value of lands and improvements: $7,000.

Assessment roll, 1853.

Name: Joseph L. Majors.

Description of real estate: Rancho Cojo, bounded by the Laguna, the hills, Rancho Refugio, and the Bay, 4,440 acres.

Value of real estate: $13,000.

Assessment, 1854.

Name: Joseph L. Majors.

Description of real estate: ½ of the Ranch Refugio, about 1 league, 4,000 acres, at $5 per acre, $20,000.

960 *Assessment*, 1855.

Name: Wife of Joseph Majors, (Maria de los Angeles Castro de Majors, as her separate property.

Real estate: One-third part of Rancho Refugio, improvements on ditto; —— acres.

Total value, ——.

Assessment, 1856.

Name: J. L. Majors.

Real estate: Refugio Rancho, 1 league; No. of acres, ——.

Value: ——.

Assessment roll Santa Cruz county, 1857.

Name: Maria de los Angelos Majors, wife of Joseph D. Majors.

Real estate: A portion of the Refugio Ranch, known as the Coho Ranch, in Santa Cruz township, bounded southerly by the Bay, easterly by the Baldwin creek, westerly by the Lagoona creek, and northerly by the mountains, containing 4,000 acres, more or less.

Value: $5,000.

961 *Assessment*, 1858.

Name: Maria de los Angelos Majors, wife of Joseph L. Majors.

Real estate: A portion of the Refugio Ranch, known as the Cojo Ranch, in Santa Cruz township, bounded southerly by the bay, easterly by the Baldwin creek, westerly by the Laguna creek, and northerly by the mountains, containing 4,000 acres, more or less.

Value of the ran: $5,000.

State tax, $35 00; City tax, $25 00; S'k'g f'd, $12 50; School fund, $5 00; I. S. fund, $5 00; Road fund, $2 50. Total, $85 00.

Assessment, 1859.

Name: Joseph L. Majors.

Real estate and imp'ts: Ranch in Santa Cruz township, known as the Cojo, bounded on the north by Jule land, east by Rancho del Refugio, south by the ocean, west by Lagoon creek. Improvements on same, ——.

Value of real estate: $5,500. Value of imp't on real estate, $200.

962 *Assessment*, 1860.

Name: J. L. Majors.

Description of real estate: Rancho Cojo, bounded N. by pueblo land, east by Rancho del Refugio, south by ocean, west by Laguna creek.

Real estate: $4,000. Imp'ts, r. e.: $200.

Assessment, 1862.

Tax payers' names: Maria de los Angelos Majors, Santa Cruz.

Description of property: 2-9 undivided interest in Refugio Rancho, Santa Cruz township, bounded north by mountains, east by Rincon Rancho and pueblo lands, south by Monterey Bay, and W. by Laguna creek; 13,200 acres, $3,000; imp'ts, $30.

Value of land and imp'ts: $3,030; total value, $3,030. Total tax, $74 84.

963 *Assessments*, 1863 and 4.

Tax payer's name: Maria de los Angeles, wife of J. L. Majors.

Descrip. of property: An undivided 2-27th int. in the Refugio Rancho, in Santa Cruz township; B. N. by the summit, E. by Rincon ranch and pueblo lands, S. by Monterey Bay, and W. by Laguna bay, and N. by Laguna ranch; 13,200 acres, $5,000.

Imp'ts: $100, $1,980, $99, $2,079, $54, $46 98.

Assessment roll, 1864 and 5.

Name. Maria de los Angeles Majors.

Description: Claim to an undivided 2-27 interest in Refugio Rancho, in S. Cruz township; B. N. by mountains, E. Rincon Ranch and pueblo lands, S. by Monterey Bay, W. by Laguna Ranch; 13,200—$3,500; imp'ts, $100; 30 cattle, $30.

Value of land: $1,500; value of improvements, $50; value of personal property, $30. Total value, $1,580.

State tax, $19 75; county tax, $26 80. Total tax, $46 61.

964 *Assessment roll*, 1865 and 6.

Name: Maria de los Angeles Castro.

Description: An undivided 2-27 interest in Refugio Ranch, in Santa Cruz township; B. north by mountains, E. by Rincon Ranch and pueblo lands, E. by Monterey Bay, W. by Laguna Ranch, 13,200—$3,000; imp'ts, $100; pers. prop., $60.

Value of land, $1,500; value of improvements, $60; value of personal property, $36. Total value, $1,596.

State tax, $18 35; county tax, $27 93. Total tax, $46 28.

STATE OF CALIFORNIA, *County of Santa Cruz, ss:*

I, F. F. Tidball, clerk and ex officio auditor in and for said county, certify the foregoing to be a full, true, and correct copy of assessments on Rancho Cojo, a portion of Rancho del Refugio, assessed to Joseph L. Majors, and to his wife, Maria de los Angeles Majors, as shown by assessment rolls now in my office.

Witness my hand and official seal of the county this 31st day of July, A. D. 1866.

[SEAL.]

F. F. TIDBALL, *Clerk.*
By FRANK COOPER, *Deputy.*

In the 3d District Court.

965 *Exhibit* 65.

FERDINAND VASSAULT, plaintiff,
vs.
MOSES A. MEADER, Asa Hall, John Bowman, Wm. Dunlapp, John Dunlapp, George Parsons, G. Lishner, Bascom Case, and A. Swarthout, defendants.

STATE OF CALIFORNIA, *County of Santa Cruz, ss*:

Ferdinand Vassault, the plaintiff in the above entitled cause, comes and says that heretofore, viz, on the 7th day of March, 1859, he was the owner in fee simple, and was then and there entitled to the possession thereof of a tract of land lying in the county of Santa Cruz, near to and to the north and west of the town of Santa Cruz, and lying on the bay and sea, and which tract or parcel of land is well and fully known by the name of the Refugio Rancho and being so the owner in fee simple, and then and there lawfully entitled to the possession thereof, the above-named defendants afterwards, viz, on the day and year, and at the county last aforesaid,
966 came and unlawfully took the possession of the same tract of land, and then and there unlawfully ejected the said plaintiff therefrom, and still unlawfully withholds the possession thereof from the said plaintiff to his great damage, and have taken, and still do take, to their own use unlawfully, the rents, issues, and profits of the same, which amount to a large sum of money, viz, the sum of dollars; and the said plaintiff says he is informed, and believes the information to be true, and therefore charges the same to be true, that the said defendants have no title to the same, and that they do not claim any title except from and under a grant made to one Jose Bolcoff; and the plaintiff charges, as aforesaid, that the said defendants have no title under the said grant, and therefore the said plaintiff sues and prays judgment against the said defendants for the said tract of land so called the Refugio, with the damages, rents, issues, and profits thereof, and whatever else may be just and proper in the premises, as in duty he will ever pray.

JOHN WILSON,
Attorney for Plaintiff.

STATE OF CALIFORNIA, *County of Santa Clara*:

967 I Ferdinand Vassault, the plaintiff in the above-entitled action, being duly sworn, deposes and says, that the facts stated in the above complaint are true of his own knowledge, except as to matters which are therein stated on his information or belief, and as to those matters he believes them to be true.

FERDINAND VASSAULT.

Subscribed and sworn to before me March 8, 1859.

S. HENANSON,
Justice of the Peace.

Endorsed: 238. Ferdinand Vassault *vs.* Moses A. Meader, *et al.* John Wilson, San Francisco, attorney for plaintiff.

Filed March 9, 1859.

J. F. J. BENNETT, *Clerk.*

968 Third District Court.

STATE OF CALIFORNIA, *County of Santa Cruz*:

FERDINAND VASSAULT
vs.
E. LISHNER, impleaded with MOSES A. Meader, *et als.*

Now comes the defendant, G. Lishner, by his attorney, R. F. Peckham, and defends the money and injury, and for answer says the plaintiff ought not to have the relief prayed, because he says that the complainant does not state facts sufficient to constitute a cause of action; and of this he prays judgment, &c.

R. F. PECKHAM,
Attorney for said Defendant.

Endorsed: 238. Ferdinand Vassault *vs.* G. Lishner, demurrer.

Filed March 19, 1859.

J. F. J. BENNETT, *Clerk.*

969 In the District Court of the 3d judicial district.

FERDINAND VASSAULT, plaintiff,
vs.
MOSES A. MEADER, Asa Hull, John Bowman, Wm. Dunlop, John Dunlop, George Parsons, G. Lishner, Bascomb Case, W. Swarthout, defendants.

STATE OF CALIFORNIA, *County of Santa Cruz*:

William Dunlap, John Dunlap, and G. Lishner, defendants in the above-entitled action, make answer to the complaint of the plaintiff, and say that they deny each and every allegation therein contained, as fully, certainly, and specifically as if the same were here each inserted and specifically denied, that each of these, the said defendants, put themselves on the country.

JOHN JARBER,
Attorney for said Dunlap, Dunlap and Litchmer.

STATE OF CALIFORNIA, *County of Santa Cruz, ss*:

970 John Dunlap and William Dunlap, each being duly sworn, depose and say, they are some of the defendants in the above-entitled cause; that they have heard read the foregoing answer, and know the contents thereof; that the same is true of their own knowledge, except as to the matters therein stated upon information and belief, and as to those matters that they believe them to be true.

JOHN DUNLAP.
WM. DUNLAP.

Sworn and subscribed before me this 19th day of March, A. D. 1859.

J. F. BENNETT, *Clerk.*

Endorsed: F. Vassault *vs.* Moses A. Meader *et al.* Answer of John Dunlap and William Dunlap.

Filed March 19, 1859.

J. F. J. BENNETT, *Clerk.*

Recd. a copy of this answer this 19th day of March. 1859.
JOHN WILSON,
Attorney for Plaintiff.

971 In the District Court of the 3rd judicial district.

FERDINAND VASSAULT
vs.
WILLIAM DUNLAP, impleaded with Moses A. Moses, *et al.*

STATE OF CALIFORNIA, *County of Santa Cruz*:

Now comes the defendant, William Dunlap by his attorney, John Garber, and for answer to the complaint of said plaintiff, Ferdinand Vassault, says that he denies that heretofore, to wit, on the 7th day of March, A. D. 1859, or at any other time, said plaintiff was the owner in fee simple, or was then and there, or at any other time entitled to the possession of a tract of land lying in the county of Santa Cruz, near to and to the north and west of the town of Santa Cruz, and lying on the bay and sea, and which tract or parcel of land is now and fully known by the name of the Refugio Ranch.

And for further answer defendant says that he denies that on the said 7th day of March, A. D. 1859, and at the county aforesaid, or at any other time or place, he, the said defendant, came and
972 unlawfully took the possession of the said tract of land, or of any part thereof, or then and there unlawfully ejected the said plaintiff therefrom.

And for further answer defendant denies that he does now unlawfully withhold, or has at any time unlawfully withheld, the posses-

sion of said premises or any part thereof from the said plaintiff, or has taken, or does now take to his use own unlawfully the rents, issues, and profits of said premises or any part thereof.

And for further answer defendant says, that heretofore, to wit, on the 7th day of March, A. D. 1859, he was the owner in fee simple, and was then and there entitled to the possession, and was then and there lawfully in the actual possession of a part of the said Rancho Refugio, and bounded and described, as follows, to wit: Commencing at a redwood stake and mound of earth on the hillside northeast of said William Dunlap's house, thence by true meridian magnetic variation N. 15° 30′ E.N. 66° W,: 16 56-100 chains to a stake and mound at the northwest corner of said Dunlap's fence; thence S. 39° W. to the ocean; thence following the indentation of the bluff to a point near Chimney Rock marked by a stake which bears S.
973 34° W. from place of beginning; thence from said stake on the beach N. 24° E. to beginning, containing 83 acres, a little more or less, and also 15 acres on the west, and adjoining said tract to be laid off equi distant from the westward line, and to extend its whole length.

And for further answer defendant denies the allegations in the complaint that he has no title to said premises; and for further answer defendant denies the allegations in said complaint that he, the said defendant, does not claim any title, except from and under a grant made to one Jose Bolcoff.

And for further answer defendant denies the allegation in said complaint that he, the said defendant, has no title under the said grant.

And of this defendant puts himself on the country, and defendant prays that he may have judgment for his costs in this action, and for such other and further relief as in law and equity, he may be entitled to "on page 2, lines, the words 'unlawfully withholds' inserted before signing." On page 3, lines 24, 25, 26, and the words, his costs, and that on line 27 erased before signing.

JOHN GARBER,
974 *Attorney for Defendant, William Dunlap.*

STATE OF CALIFORNIA, *County of Santa Cruz, ss*:

William Dunlap, defendant in the foregoing answer, being first duly sworn according to law, deposes and says, that the facts set forth in his said answer are true of his own knowledge, except as to the matters and things stated on information and belief, and as to those matters he verily believes it to be true.

WILLIAM DUNLAP.

Sworn to and subscribed before me this 9th day of April, A. D. 1859.

J. F. J. BENNETT,
County Clerk.

Endorsed: 238.—Vassault *vs.* Meader. Filed April 9th, 1859. J. F. J. Bennett, clerk.

975 Third District Court.

FERDINAND VASSAULT
vs.
HARLY SWARTHOUT, impleaded with
Moses A. Meader, *et al.*

STATE OF CALIFORNIA, *County of Santa Cruz*:

Now this day comes the defendant, Harly Swarthout, by his attorney, R. F. Peckham and denies the money and injury, and for answer to the complaint of plaintiff says:

That the said defendant is informed, advised, and believes, and so charges the truth to be, that he is the owner in fee simple, and rightfully in possession of so much of the land described in the complaint as is bounded by a line commencing at the northeast corner of a lot of land, commonly known as the St. John's land, and running thence south 5 3-4 degrees, west 20 chains; thence north 77 degrees, east 26 chains and 20 links; thence north 5¼ degrees, east 20 chains, and from thence south 77 degrees west to the place of beginning, containing about fifty acres more or less, and this he is ready to verify.

976 And said defendant further says, he is informed, believes, and therefore charges that it is not true that plaintiff, on the 7th day of March, A. D. 1859, or at any other time, was, or now is the owner of or entitled to the possession of the fifty acres of land, more or less, above-described in this answer, and that it is not true that said defendant took the possession thereof from plaintiff; and said defendant denies that he has, or ever had, possession of any other portion of the lands demanded in the complaint, except the said fifty acres more or less. And said defendant hereby disclaims having any interest, claim, or possession of any of the lands demanded in the complaint, except in the fifty acres more or less, as aforesaid.

R. F. PECKHAM,
Attorney for said Defendant.

STATE OF CALIFORNIA, *County of Santa Cruz, ss*:

Harly Swarthout, the defendant named in the foregoing answer, being duly sworn, deposeth and says that the facts set forth in the foregoing answer are true of his own knowledge, except as to the matters and things therein stated on information and belief,

977 and as to those matters he verily believes it to be true.

HENRY SWARTHOUT.

Sworn to and subscribed before me this 11th day of April, A. D. 1859.

J. F. J. BENNETT,
County Clerk.

Endorsed: Ferdinand Vassault *vs.* Harly Swarthout. Answer filed April 11, 1859. J. F. J. Bennett, clerk.

978 Third District Court.

FERDINAND VASSAULT
vs.
MOSES A. MEADER, impleaded with ASA Hull, *et al.*

STATE OF CALIFORNIA, *County of Santa Cruz*:

Now comes the defendant, Moses A. Meader, by his attorney, R. F. Peckham, and defends the money and injury, and for answer to the plaintiff's complaint says:

That with the exception of the tract of land bounded by a line commencing at the northeast corner of the lot of land known as the St. John's land, and running thence south 5¾ degrees west 20 chains; thence north 77 degrees east 26 chains and 20 links; thence north 5¾ degrees east 20 chains; and thence south 77 degrees west, to the place of beginning, containing about fifty acres more or less, as to which said defendant says that it is not true that he has or ever had the possession thereof, or any part thereof; and with the further exception of the tract of land bounded by a line commencing at a stake marked "A,"

979 and a pile of stones facing trees marked B. T., and a point of limestone boulders, and running thence west 44 chains and seventy-two links, to a stake marked A 11, facing trees marked B. T., and running thence north 44 chains and seventy-two links to a stake marked A 111, facing trees marked B. T.; thence east 44 chains and seventy-two links, and from thence to the place of beginning, containing 200 acres, more or less; and as to which defendant says that it is not true that he has or had, at the commencement of this suit, the possession thereof, or any part thereof; and with the further exception of the tract of land bounded by a line commencing at a point on the Bay of Monterey, at a small inlet of said bay, at the north side of the shed used for shipping purposes, and known as the Russian Landing, where stands a stake, and running thence south 74½ degrees, east 3 chains and sixteen links; thence south 15½ degrees, west 3 chains and 16 links, thence north 74½ degrees, west 2½ chains, to said inlet of the bay, and from thence along the bay, to the place of beginning, containing one acre, more or less; and as to

980 which said defendant says that it is not true that he has or had, at the commencement of the suit, the possession thereof, or any part thereof; and with the further exception of the tract of land bounded by a line commencing at a stake on the coast of the Pacific ocean, at the mouth of a small creek west of a small laguna or lake, and running thence north 26½ degrees, east 40 chains, to a stake and pile of stones; thence south 63½ degrees, east 40 chains, to a stake and pile of stones; thence south 26½ degrees, west 48 chains and 32 links, to the Bay of Monterey; thence along said bay to the place of beginning, containing 255 acres more or less, being the same land now in the possession of the defendant, G. Leishner, and as to which said defendant says that it is not true that he has ever had the possession thereof, or any part thereof. He, the said defendant, is informed,

advised, and believes, and therefore charges the truth to be, that he, the said defendant, is the owner in fee simple, and lawfully and rightfully in the possession of so much of the land demanded in the complaint, as is included in a line commencing on the Pacific ocean, at the southwest corner of land of Eli Moore, and running thence along the shore of said Pacific ocean westerly to the mouth
981 of the creek, known as the Balnwin creek; thence up the middle of said creek about three miles, more or less, to the crossing where stands an oak tree marked with a cross; from thence in southeasterly direction to a point east of a madrona tree marked H. M., which stands on the southern point of a potrero, adjoining a small oak ridge, which oak ridge forms the western bank of the first gulch or ravine west of land occupied by the defendant Hull; from thence northerly along said ridge to two redwood trees marked H. M.; thence to the southwest corner of the tract of land as described in a certain deed executed by this defendant to John H. Watson, on the 28th day of March, A. D. 1856, and recorded in the office of the county recorder in and for the county of Santa Cruz, in vol. 3 of deeds, page 276; from thence east to and around the land of Albion P. Jordan, to the eastern boundary of said Rancho Refugio; from thence southerly along said line to the land of Eli Moore; and from thence westerly along the land of said Moore to the northwest corner thereof; and from thence along said
982 Moore's line to the place of beginning; and also so much of the said lands demanded in the complaint, as is bounded by the Baldwin creek on the east, on the south by the sea, on the north by the foot of the first bluff from the sea, and extending from the Baldwin creek westerly, to include one hundred acres; and said defendant further shows that it is not true that he is, or was at the commencement of this suit, or then was, in the possession of any other portion of the land described in the complaint, excepting that portion thereof which lays northerly of the tract last above described, westerly of the land described in the aforesaid deed from this defendant to John H. Watson, and easterly of a line drawn from a point on the Baldwin creek, one mile in a direct line from its mouth, in a due north course, to the top of the mountain, which portion so excepted this defendant admits to be in his possession.

And said defendant further says that he is advised, informed and believes, and therefore charges, that it is not true that plaintiff
983 was, on the 7th day of March, A. D. 1859, or at any other time, the owner of or entitled to the possession of any of the lands described in the complaint; and he further says that it is not true that he has in any manner took possession from plaintiff or ejected plaintiff from any of lands described in the complaint.

And said defendant further says that on the 22nd day of April, A. D. 1850, one Jose Bolcoff was, and for a long time had been seized in fee simple of the land demanded in the complaint, and that being so seized, he, the said Jose Bolcoff, and Maria Candida Bolcoff, his wife, executed and delivered to the defendant a conveyance, by which said conveyance they granted and conveyed unto this defendant in

fee, a portion of the demanded premises, beginning at an oak tree on said Bolcoff's line, at the southwest corner of Don Carlos' land; thence running south along the line between said Bolcoff's land and the Pueblo lands, to the corner of Eli Moore's land; thence westerly to the top of the bluff; thence along the top of the bluff opposite to the point of beginning; and from thence to the place of be-
984 ginning, which conveyance was duly acknowledged on the same day of its execution, and was duly recorded in the office of the county recorder for the county of Santa Cruz, on the 27th day of July, A. D. 1850, all of which the plaintiff, on the first day of January, A. D. 1859, had notice, and that on the 31st day of March, A. D. 1851, the said Jose Bolcoff, and his wife, Maria Candida, signed, sealed, and delivered to this defendant their deed of conveyance, by which they granted and conveyed unto this defendant, in fee, a portion of the land demanded in the complaint, bounded by a line commencing at a stake and stones near the foot of the first bluff, being north of R. Vestal's house, and east of a small creek, being at the northeast corner of E. Moore's land, and running thence south 87½, west 42 6-10 chains, to a stake and stones on the bank of a small creek or branch; thence north 15 1-10 chains to a stake; thence north 37½, west 8 chains, to a stake; thence north 1¾, east 8 chains; thence north 3½, west 5 chains, to a stake; thence north 17½, west 21 8-10 chains, to a stake; thence north 1¼, west 47 chains, to a stake on the bank of the creek near Moore
985 and Bolcoff's mill; thence west 5½ chains to the middle of said mill creek; thence north 9¼ east along said creek 90 chains to an oak tree on the bank or side of a branch of the aforesaid stream; thence north 75½ east 39½ chains to the east line of said Bolcoff's land; thence south 3½ east 197 chains to the place of beginning, which deed was duly acknowledged on the 21 day of March, A. D. 1851, and was duly recorded in the office of the county recorder for the county of Santa Cruz, on the day A. D. 1851, and was again duly acknowledged on the 19th day of March, A. D. 1853, and was again duly recorded in the office of the county recorder for the county of Santa Cruz, on the 19th day of March, A. D. 1853, all of which the plaintiff, on the first day of January, A. D. 1859, had notice, and that on the 8th day of October, A. D. 1851, Jose Bolcoff signed, sealed and delivered to Francisco Bolcoff and Juan Bolcoff a deed of conveyance by which he granted and conveyed to them all his title and interest in the land demanded in the complaint, which deed was duly
986 acknowledged on the 22nd day of December, A. D. 1851, and was duly recorded on the same day in the office of the county recorder for the county aforesaid, all of which the plaintiff, on the first day of January, A. D. 1859, had notice; and further, that on the 6th day of October, A. D. 1852, Francisco Bolcoff, Juan Bolcoff, Jose Bolcoff, and his wife, Maria Candida, signed, sealed and delivered to Stephen M. St. Johns, by deed of conveyance, by which they sold and conveyed to him in fee all of their and each of their right, title and interest in a portion of the land demanded in the complaint, bounded by a line commencing at the northeast corner of the land

then known as John D. Spinly's land, and running thence by true meridian south 5¾ degrees west 20 chains; thence south 88½ degrees east twelve chains and fifty-nine links; thence north 5¾ degrees east 20 chains, and thence north 88½ degrees west 12 chains and fifty-five links to the place of beginning, which deed was duly acknowledged on the 24th day of November, A. D. 1852, and was duly recorded on the same day in the office of the county recorder of the county
987 of Santa Cruz, all of which the plaintiff, on the first day of January, A. D. 1859, had notice; and that on the 31st day of December, A. D. 1857, the said Stephen M. St. John by deed signed, sealed and delivered, conveyed all his interest in the tract of land last above described to this defendant, all of which plaintiff, on the first day of January, A. D. 1859, had notice; and further, that on the 6th day of October, A. D. 1852, Francisco Bolcoff, Juan Bolcoff, Jose Bolcoff, and his wife, Maria Candida, signed, sealed and delivered to John D. Spittler a deed of conveyance by which they sold and conveyed to him in fee all of their and each of their right, title and interest in a portion of the lands demanded in the complaint, bounded by a line commencing at a stake on the bank of the Arrayo de las Bayes, near the foot of the ramo alto, and running thence by the meridian south 5¾ degrees west 20 chains; thence south 84¼ degrees east 12½ chains; thence north 84¼ degrees west 12½ chains to the place of beginning, which deed of conveyance was duly acknowledged on the 24th day of November, A. D. 1852, and was
988 duly recorded the same day in the office of the county recorder of the county of Santa Cruz, all of which the plaintiff, on the first day of January, A. D. 1859, had notice; and that on the 10th day of January, A. D. 1854, John D. Spittler by his deed of conveyance, signed, sealed and delivered to one Nicholas Gordon, conveyed to him the said Gordon all his right, title and interest, in the above described tract of land, and on the 26th day of May, A. D. 1856, the said Nicholas Gordon, by his deed, signed, sealed and delivered, sold and conveyed the same to this defendant, all of which the plaintiff, on the first day of January, A. D. 1859, had notice; and further, that on the 19th day of March, A. D. 1853, Juan Bolcoff, Francisco Bolcoff, Jose Bolcoff, and Maria Candida, his wife, by their deed of conveyance, signed, sealed and delivered, sold and conveyed unto this defendant, in fee with general covenants of warrantry, a portion of the land demanded in the complaint, bounded by a line commencing at the southwest corner of the land previously conveyed by them to this defendant, and running thence up the coast road to the first bridge on a gulch about five hundred yards more or less; thence up said gulch to its forks; thence up the western fork of said gulch or creek, until it strikes the road leading from the saw
989 mill, then known as Moore's, towards where Jose Bolcoff then resided; and thence along the southerly side of said road northeasterly to the land of this defendant, conveyed to him as aforesaid; and thence along the said lands of the defendant to the place of beginning; which deed was duly acknowledged, on the 19th of March, A. D. 1853, and was duly recorded on the same day in the office of

the county recorder, in and for the county of Santa Cruz, all of which plaintiff, on the first day of January, A. D. 1859, had notice; and that on the 19th day of March, A. D., 1853, the said Juan Bolcoff, Francisco Bolcoff, and Jose Bolcoff, executed and delivered to this defendant their certain promissory note in writing, by which they promised to pay to this defendant or order, on the 19th day of October then next following, the sum of eight thousand and seventy-eight dollars, with interest upon the same at the rate of three per cent. per month from date until paid, for value received, and that on the same day the said Francisco Bolcoff, Juan Bolcoff, Jose Bolcoff, and Maria Candida Bolcoff, signed, sealed and delivered to this defendant a certain deed of mortgage by which they conveyed
990 to this defendant, and his heirs on mortgage, will full covenants of seisen and warranty to secure the payments of the said sum of money, principal and interest, so much of the land demanded in the complaint as is bounded by a line commencing at a point on the Bay of Monterey, at the southwest corner of Eli Moore's land, and running thence westerly along the sea beach about 3 miles to a small stream of water running just beyond where Alfred Baldwin then lived; thence from the mouth of said stream up the middle channel thereof in a northerly direction for three miles; thence easterly to the western boundary of the aforesaid line of defendant, conveyed to him as aforesaid, striking said boundary three miles northerly from the place of beginning; thence southerly on this defendant's line to the public road leading up the coast from said Moore's dwelling house; thence easterly along said road to the northwest corner of said Moore's land; thence along the western line of said Moore's land to the place of beginning, containing about three miles square, more or less, which deed was duly acknowledged by all the parties thereto, on the 19th day of March, A. D. 1853, and was duly recorded on the 30th day of March, A. D. 1853, in the office of
991 the county recorder for the county of Santa Cruz, all of which the plaintiff, on the first day of January, 1859, had notice.

That afterwards, on the 13th day of April, A. D. 1855, the of sum money mentioned in the said promissary note, with the interest thereon then remaining due and unpaid, he, the said defendant, filed, in this court, his bill of complaint against the said Francisco Balcoff, Juan Bolcoff, Jose Bolcoff, and Maria Candida Bolcoff and others, subsequent purchasers and incumbrancers, shewing, the execution of the aforesaid note and mortgage, and the amount of money due thereon, and praying that the said defendants might be barred and foreclosed of all equity of redemption in the said mortgaged premises; that the same might be sold; that plaintiff might be paid the amount due on the said promissory note, with the interest thereon, and the costs and expenses of suit, and that the said defendants might be adjudged to pay any deficiency which might remain after applying all moneys thereto arising from said sale; and that, on the same day, this defendant caused to be filed and recorded in the office of the county recorder of the county of Santa Cruz, a
992 notice of the commencement of said action and the object

thereof, particularly describing the land to be affected thereby, all of which, plaintiff, on the first day of January, A. D. 1859, had notice; and that such proceedings were had upon said bill of complaint, that at the July term of this court, A. D. 1855, it was ordered, adjudged, and decreed by the court, that the plaintiff (now defendant,) should have and recover of the said defendants, Maria Candida Bolcoff, Jose Bolcoff, Juan Bolcoff, and Francisco Bolcoff, the sum of eight thousand and seventy-eight dollars, principal debt, and the further sum of five thousand seven hundred and four dollars and fourteen cents, interest thereon to that date, with accruing interest on said principal debt at the rate of three per cent. per month from the date of said judgment, and interest on the said sum of five thousand seven hundred and four dollars and fourteen cents at the rate of ten per cent. per annum; that the said mortgaged premises should be sold by the sheriff, and that out of the proceeds of said sale, after payment of the expenses of said sale, that he should pay to this defendant (the then plaintiff) the sum of $13,782 14-100, together with costs
993 of suit; and that in case the proceeds of such sale should be insufficient to pay said sum of money, with costs and expenses, and accruing interest and costs, that the plaintiff should have execution against the said defendants for such sum as might remain, after deducting the amount that might be raised by the said sale of the said mortgaged premises, which judgment or decree were duly entered in the judgment docket, in the office of the clerk of this court, on the 3rd day of July, A. D. 1855, all of which the plaintiff, on the first day January, A. D. 1859, had notice; that afterwards, on the 8th day of July, 1855, this defendant caused to be issued by the clerk of this court, an execution upon the aforesaid decree or judgment, in due form of law, and directed and delivered to L. G. Caldwell, sheriff of the county of Santa Cruz, commanding him that out of the said mortgaged premises, he should cause to be made, in accordance with law, the sum of 13,782 14-100 dollars, together with accruing interest on 8,078 dollars thereof at the rate of three per cent. per month, and on 5,704 22-100 dollars at the rate of ten per cent per annum, with the sum of 149 60-100 dollars cast of suit; and under and in pursuance of which writ, the said sheriff,
994 after having given due and legal notice of the time and place of said sale, sold said land described in the aforesaid mortgage, at public auction to this defendant for the sum of 6,900 dollars, he being the highest bidder for the same, on the first day of August, A. D. 1855, and the said sheriff then and there executed and delivered to the county recorder of the county of Santa Cruz, a certificate of said sale for record, and delivered a duplicate thereof to this defendant, and such writ of execution was thereupon returned to this court, leaving due this defendant, on the aforesaid judgment or decree, after deducting all costs and expenses of sale, the sum of seven thousand four hundred and nine dollars and nineteen cents; that afterwards, on the 31st day of October, A. D. 1855, another execution was issued from this court, in due form of law, and delivered to O. K. Stampley, the then sheriff of the county of Santa

Cruz, which writ of execution, after reciting the rendition of the aforesaid judgment or decree, and the amount and the rate of interest thereof, and also the sale of the premises ordered to be sold by the terms of said decree, the amount thereof adjudged to the this defendant, and the amount for which said sale was made, and
995 that there yet remained due to this defendant, on said judgment or decree, the principal sum of seven thousand four hundred and nine dollars and nineteen cents, with interest thereon at the rate of three per cent. per month, since the first day of August, A. D. 1855; commanded the said sheriff, that out of the goods and chattles of the said Maria Candida Bolcoff, Francisco Bolcoff, Jose Bolcoff, and Juan Bolcoff, if there should be sufficient, and if not, then out of their real property, he should levy and make by distress and sale the said principal of 7,409 19-100 dollars with interest thereon at the rate of three per cent. per month from the first day of August, A. D. 1855, and all changes which might lawfully accrue by virtue of said writ, which writ of execution, the said sheriff on the day of November, A. D. 1855, levied upon all the right, title, and interest of the above-named defendants in and to all the land described in the complaint, and every part thereof, and advertised the same for sale to satisfy said execution and costs; and that afterwards, on the 3d day of November, A. D. 1855, a certain indenture, under seal, was entered into between this defendant and the said Maria Candida Bolcoff, Jose Bolcoff, Francisco Bolcoff, and
996 Juan Bolcoff, by which said indenture it was recited, declared, and agreed that a judgment was rendered in the District Court, county of Santa Cruz, on the 2d day of July, A. D. 1855, in favor of this defendant and against them for the sum of thirteen thousand seven hundred and eighty-two dollars and fourteen cents, and for the foreclosure of a certain mortgage executed by them to this defendant on the 19th day of March, A. D. 1853, on a certain portion of the tract of land in said county known as Rancho Refugio, and that said mortgaged portion had been sold by the sheriff pursuant to said judgment, to this defendant, and that a balance of seven thousand four hundred and nine dollars and nineteen cents, with interest thereon at the rate of three per cent. per month from the first day of August, A. D. 1855, remained unsatisfied, and that execution had been issued to the sheriff of the county of Santa Cruz, commanding him to make the balance of said judgment, under which he had levied on and taken in execution all their right in the tract of land known as Rancho Refugio, and had advertised the same for sale under the said execution, and after reciting, declaring, and agreeing upon the foregoing facts, it was, by said indenture, among other
997 things, covenated and agreed that the said Maria Candida Bolcoff, Jose Bolcoff, Francisco Bolcoff, nor either of them should interpose any obstacle to the selling of the land called Rancho Refugio, by the sheriff, under the aforesaid execution, and that this defendant should purchase said property, sold for no more than the balance due on said judgment and costs, and that the said purchase, should the same be more or less, should operate as a full satisfaction of said judgment,

provided, however, that that should not effect the amount of money necessary to be paid in order to effect a redemption; and that the said Maria Candida Bolcoff, Jose Bolcoff, Francisco Bolcoff, and Juan Bolcoff should give to this defendant immediately the possession of the lands purchased by him at the aforesaid mortgage sale, with the houses and improvements, as fully as the same were then held by them, or any member of the Bolcoff family, provided Amadio Bolcoff, was to have a period not exceeding sixty days to remove from and vacate the houses occupied by him on said premises, which indenture was duly acknowledged by all the parties thereto on the 3d day of November, A. D. 1855, and was duly recorded on the same day in the office of the county recorder of the county of Santa Cruz,
998 all of which, the plaintiff, on the first day of January 1, 1859, had notice; and this defendant says that he has well and fully at all times complied with his point of said indenture in each and every respect; and that on the day of December, A. D., 1855, they, the said Maria Candida Bolcoff, Jose Bolcoff, Francisco Bolcoff, and Juan Bolcoff, removed from the tract of land described in the complaint, and delivered to this defendant so much thereof as was described in his said mortgage of the 14th of March, A. D. 1853, being the same which had been purchased by him on the first day of August, A. D. 1855; and further, that on the fifth day of February, A. D. 1856, the said O. K. Stamply, sheriff of the county of Santa Cruz, acting under and in obedience the aforesaid execution, delivered to him, and after given due and legal notice of such sale according to law, proceeded to sell at public auction, all the right, title, and interest of Maria Candida Bolcoff, Jose Bolcoff, Juan Bolcoff, and Francisco Bolcoff, or either of them, to all the land demanded in the complaint, at which sale this defendant became the purchaser for the sum of one thousand dollars, that being the highest and best bid for the same; and the said sheriff then and there executed and
999 and filed in the office of the county recorder for the county of of Santa Cruz, a certificate of such sale in due form of law, and delivered a duplicate thereof to this defendant, all of which the plaintiff, on the first day of January, A. D. 1859, had notice; and further, that on the fifteenth day of February, A. D. 1856, the aforesaid L. G. Caldwell, as sheriff of the aforesaid county of Santa Cruz, the six months having expired since the sale by him to this defendant, on the first day of August, A. D. 1855, of the lands and tenements described in the aforesaid mortgage of the 19th of March, A. D. 1853, and directed to be sold by the aforesaid decree of the 2nd day of July, A. D. 1855, and no person having redeemed the same, signed, sealed, and delivered to this defendant a deed conveying to him all of the right, title, and interest of Maria Candida Bolcoff, Jose Bolcoff, Francisco Bolcoff, and Juan Bolcoff, in the tract of land therein described, which was the same in every respect as the law described in the aforesaid mortgage and decree; which deed was duly acknowledged by the said sheriff on the same day, and was then duly recorded in the office of the county recorder for the county of Santa Cruz; all of which the plaintiff, on the first day of

1000 January, A. D. 1859, had notice. And further, that on the second day of September, A. D. 1856, the aforesaid O. K. Stamply, sheriff of the county of Santa Cruz, the six months having expired since the sale by him to this defendant on the fifth day of February, A. D. 1856, and no person having redeemed the lands and tenements so sold, signed, sealed, and delivered to this defendant a deed granting and conveying to this defendant all of the right, title, and interest of Maria Candida Bolcoff, Jose Bolcoff, Juan Bolcoff, and Francisco Bolcoff, or of either of them, in and to all the lands and tenements demanded in the complaint, which deed was duly acknowledged on the same day, and was duly recorded on the same day in the office of the county recorder for the county of Santa Cruz; all of which the plaintiff, on the first day of January, A. D. 1859, had notice.

And the said O. K. Stamply afterwards, on the fifth day of April, A. D. 1859, as sheriff of the county of Santa Cruz, signed, sealed, and delivered to this defendant another deed, which, after reciting the aforesaid execution, issued and delivered to him on the 31st day of October, A. D. 1855, and the levy and sale of the lands and tenements described in the complaint, to this defendant, on the
1001 fifth day of February, A. D. 1856, and that no person had redeemed the same, purported to grant and convey unto this defendant all the right, title, and interest which the said Maria Candida Bolcoff, Jose Bolcoff, Juan Bolcoff, and Francisco Bolcoff, or either of them, had in said lands and tenements, and every part thereof, on the said fifth day of February, A. D. 1856, which deed was duly acknowledged on the said 12th day of April, A. D. 1859.

And this defendant further says, that he is informed and believes, and therefore charges the truth to be, that all the right, title, claim, or interest which the plaintiff pretends to have in the lands demanded in the complaint, or any part thereof, he has acquired by pretended conveyances from the said Maria Candida Bolcoff, Jose Bolcoff, Juan Bolcoff, and Francisco Bolcoff, or some of them, since the first day of January, A. D. 1859, and that he took the same, with full and actual knowledge of each and every of the foregoing sales, deeds, mortgages, decrees, judgments, and conveyances, and with the full and actual knowledge of all the rights of this defendant in the premises.

And the said defendant further says, that by reason of the aforesaid deeds from the said Maria Candida Bolcoff, Jose Bolcoff,
1002 Francisco Bolcoff, and Juan Bolcoff to this defendant; their aforesaid deed to Stephen M. St. John; their aforesaid deed to John D. Spitler; their aforesaid mortgage to this defendant; the aforesaid decree and judgment thereon; the aforesaid sale and conveyance by L. G. Caldwell, sheriff to this conveyance; the aforesaid sale and conveyance by O. K. Stampley, sheriff, to this defendant, and particularly the aforesaid recitals, declarations, and agreements in the aforesaid indenture between them and this defendant, of the third day of November, A. D. 1855, the plaintiff ought not to be per-

mitted to plead that he is the owner of or entitled to the possession of any of the lands or tenements demanded in the complaint.

And now this defendant, having answered, prays that he may be dismissed hence, with his costs.

R. F. PECKHAM,
Attorney for the Defendant, Moses A. Meader.

STATE OF CALIFORNIA, *County of Santa Cruz, ss* :

Moses A. Meader, the defendant in the foregoing answer, being duly sworn, deposes and says, that the facts set forth in the
1003 foregoing answer are true of his own knowledge, except as to the matters therein stated on information and belief, and as to those matters he verily believes it to be true.

MOSES A. MEADER.

Subscribed and sworn to before me this 11th day of April, A. D. 1859.

J. F. J. BENNETT,
County Clerk.

Endorsed: 238. 3d District Court. Ferdinand Vassault *vs.* Moses A. Meader. Answer. Filed April 11, 1859. J. F. J. Bennett, clerk.

1004 3rd Dist. Court.

FERDINAND VASSAULT
vs.
ANSON WHITE, impleaded with Moses A. Meader *et al.*

STATE OF CALIFORNIA, *County of Santa Cruz, ss*:

Now comes the defendant, Anson White, and defends the money and injury, and for answer to the plaintiff's complaint says, that it is not true that he has in any manner took possession from plaintiff of any of the lands demanded in the complaint, or that he has ejected the plaintiff therefrom; and that it is not true that he does, or did at the commencement of this suit, hold possession of any of the lands demanded in the complaint, or that he has taken any of the rents, issues, or profits thereof.

R. F. PECKHAM,
Attorney for Defendant, Anson White.

STATE OF CALIFORNIA, *County of Santa Cruz, ss:*

Anson White, the defendant in the foregoing answer, depo-
1005 ses and says, that the facts therein stated are true of his own knowledge, except as to the matters therein stated on information and belief, and that as to those matters he verily believes it to true.

ANSON WHITE.

Sworn to and subscribed before me this 15th day of April, A. D. 1859.

J. F. J. BENNETT,
County Clerk.

Endorsed: 238. Third District Court. Ferdinand Vassault *vs.* White. Answer. Filed April 15, 1859. J. F. J. Bennett, clerk.

1006 Third District Court.

FERDINAND VASSAULT
vs.
ELI MOORE, impleaded with Moses A. Meader *et als.*

STATE OF CALIFORNIA, *County of Santa Cruz*:

Now comes the defendant, Eli Moore, by his attorney, R. F. Peckham, and defends the money and injury, and for answer to the plaintiff's complaint says:

That he, the said defendant, is the owner in fee simple and lawfully and rightfully in possession of so much of the land demanded in the complaint as is embraced between the first two spring branches on the southeast corner of the Rancho Refugio, and formerly known by the name of Feles Place, commencing at the point of the bank, at the mouth of the creek, on which Jose Bolcoff resided in February, A. D. 1848, and on the east side of a small lake or pond formed by the same creek, and running one thousand five hundred and sixty yards to the opposite bank of the first above-named branch where it empties into the ocean, near a large rock standing in the ocean, at the mouth of the above-named branch; thence in a direct line
1007 with the above-named rock along the eastern bank of the first above-named branch, one thousand four hundred yards, to the foot of the bluff; thence westerly along the foot of the bluff eight hundred and eighty yards, to the second branch; thence southerly along said branch nine hundred and forty yards, to the place of beginning; and also so much of the same as is included by a line commencing at the northwest corner of the tract of land above described, and running by true meridian north $86\frac{3}{4}$ degrees west, 7 39-100 chains; thence south $12\frac{1}{4}$ degrees west, 9 chains, till it intersects the line of the above-described tract; thence northerly and easterly along the line of the above-described tract, to the place of beginning. And said defendant further says, that it is not true that he is or was, at the commencement of this suit, in the possession of any other portion of the lands described in the complaint.

Said defendant, for a further answer, says, that for more than five years next before the commencement of this suit, he has been in the actual, peaceable, and quiet possession of the two tracts of land in the above defence described, (which descriptions he refers to and makes a part hereof,) claiming the same as his own property
1008 in fee simple, and that it is not true that he is or was, at the commencement of this suit, in the possession of any other portion of the lands demanded in the complaint.

Said defendant further says, that it is not true that plaintiff was, on the 7th day of March, A. D. 1859, or at any other time, the owner of, or entitled to, the possession of the lands described in the complaint; and that it is not true that he has in any manner took possession of from plaintiffs or ejected plaintiff from any of the lands demanded in the complaint.

R. F. PECKHAM,
Attorney for defendant, Eli Moore.

STATE OF CALIFORNIA, *County of Santa Cruz, ss:*

Eli Moore, the defendant named in the foregoing answer, being duly sworn, deposes and says, that the facts set forth in his said answer are true of his own knowledge, except as to the matters therein stated on information and belief, and as to those matters he verily believes it to be true.

ELI MOORE.

1009 Sworn and subscribed before me this 15th day of April, A. D. 1859.

J. F. J. BENNETT, *County Clerk.*

Endorsed: 238. Ferdinand Vassault *vs.* Eli Moore. Answer. Filed April 15th, 1859. J. F. J. Bennett, clerk.

1010 In the District Court of the third judicial district.

FERDINAND VASSAULT, plaintiff,
vs.
F. A. HILM and LOUIS HILM, impleaded with Moses A. Meader *et al.*, defendants.

STATE OF CALIFORNIA, *County of Santa Cruz:*

Now comes the said defendants, F. A. Hilm and Louis Hilm, by their attorney, and for answer to plaintiff's complaint say, that they deny that on the 7th day of March, A. D. 1859, or at any other time, the plaintiff was the owner in fee simple or entitled to the possession of the tract of land set forth in plaintiff's complaint, and known as the Rancho Refugio, or of any part thereof; and for further answer defendants deny that on the day and year above mentioned, or at any other time, they, or either of them, came and unlawfully took the possession of said tract of land, or of any part thereof, so that they, or either of them, then, or at any time, unlawfully ejected plaintiff therefrom, or from any part thereof, or that they, or either of them, have taken, or still do take, to his or
1011 their own use, unlawfully, the rents, issues, and profits, of said rancho, or of any part thereof; and for further answer defendants deny that they have no title to said tract of land, or that they do not claim any title except from and under a grant made to one Jose Bolcoff; and for further answer defendants say that heretofore, to wit, on the first day of February, A. D. 1859, the defendant F. A. Hilm, was the owner in fee simple, and entitled to the possession of a portion of said Rancho Refugio, viz: a tract of land bounded on the

west by the Hay creek; on the north by the mountains; on the east, by the Rincon Ranch and public lands; on the south, by a gulch which runs into the Hay creek, north of the house of one Bascom Case, and containing one hundred and sixty acres, more or less, and that on said last-mentioned day said T. A. Hilm was in the actual possession of said premises last described; that afterwards, to wit, on the fifth day of February, A. D. 1859, said T. A. Hilm leased said portion of said rancho to defendants and one White, and gave the possession thereof, which said possession defendants allege, the said Louis Hilm and wife had held from and since the said fifth day
of February, A. D. 1859, continuously and without interrup-
1012 tion until long after the said 7th day of March, 1859, to wit, until the 12th day of April, A. D. 1857; and defendants allege that said Louis Hilm, and White, by virtue of said lease, became tenants in common of said rancho, and so continued until after the commencment of this action; and for further answer defendants say that they, or either of them, have never been in the possession of any part of said Rancho Refugio, save and except the portion of said ranch hereabove set forth and described, or in any other way or manner than as hereinbefore set forth; and for further answer defeudants say that while in the possession of said premises they held the same in good faith, and by adverse claim of title, and that while so in possession they have erected on said premises improvements in good faith, of great value, to wit: of the value of three hundred dollars, all of which defendants put themselves on the country, words, or either of them, interlined on pp. 15. 16. 17, before signed.

JOHN GARBER,

Attorney for Defendants, T. A. Hilm and Louis Hilm.

Louis Hilm, one of the defendants in the above-entitled ac-
1013 tion, being duly sworn, deposes and says that he has heard read the foregoing, and knows the contents thereof; that the facts therein stated are [are] true of his own knowledge, except as to the matters therein stated on his information and belief, and as to those matters, that he believes them to be true.

LOUIS E. HILM.

Sworn to and subscribed before me this 22nd day of April A. D. 1859.

J. F. J. BENNETT, *County Clerk.*

T. A. Hilm, one of the defendants in the above-entitled cause, being duly sworn, deposes and says, that he has heard read the foregoing answer, and knows the contents thereof; that the facts therein stated are true, of his own knowledge, except as to the matters therein stated on information and belief, and as to those matters that he believes them to be true.

T A. HILM,

Sworn to and subscribed before me this 22nd day of April, A. D. 1859.

J. F. J. BENNETT, *County Clerk.*

1014 Endorsed: 238. Vassault *vs.* Meader, *et al.* Answer of defendants, T. A. Hilm and Louis Hilm. Filed April 22, 1859. J. F. J. Bennett, clerk.

1015 In the District Court of the third judicial district.

FERDINAND VASSAULT
vs.
MOSES A. MEADER, and ASA HULL, *et als*,

COUNTY OF SANTA CRUZ:

The defendant, Asa Hull, by G. F. & H. H. Sharp, his attorneys, make separate answer to the plaintiff's complaint herein, and respectfully show to this court:

First. That he denies that on the 7th day of March, 1859, or at any other time, that the plaintiff was the owner or entitled to the possession of the lands described in the complaint.

He denies that he unlawfully took possession of said land and ejected plaintiff therefrom, or that he now unlawfully withholds the possession thereof from the plaintiff. He denies that he has taken or received for his own use any sum whatever, for the rents, issues, and profits of said land. He denies that he claims any title from and under a grant made to one Jose Bolcoff.

1016 Second. And this defendant, for further and separate answer, shows that at the time of the commencement of this action that he was not in the possession of any part of said premises, claiming the same in his own right; but that he was in possession of a portion of said premises hereinafter described, as the servant of one Samuel Adams, who resides in the city and county of San Francisco.

Third. That the defendant further alleges, that at the time of the commencement of this action that said Samuel Adams was the owner and in the exclusive possession of a separate portion of the Refugio Rancho, known by the following description: Commencing at a stake marked "A," on a pile of stones facing trees marked B. T., on a point of lime-stone boulder, and running thence west forty-four chains and seventy-two links, to a stake marked "A" 11, facing trees marked B. T., and running thence north forty-four chains and seventy-two links, to a stake marked A 111, facing trees marked B. T., and from thence east forty-four chains and seventy-two links, to a stake marked A 111, facing trees marked B. T., and thence south forty-four chains and seventy-two links, to the place of beginning, containing two hundred acres, more or less, said premises being situate in the

1017 township and county of Santa Cruz, State of California.

And that the said Adams is still the owner, and entitled to the exclusive possession of said last described premises, and also the rents, issues, and profits thereof, and that the plaintiff has no right or title whatever to the same.

Wherefore the defendant prays to be hence dismissed, and for his costs wrongfully sustained.

G. F. & W. H. SHARP,
Attorneys for Defendant, Hall, 165 Montgomery street, San Francisco.

STATE OF CALIFORNIA, *County of Santa Cruz:*

Asa Hall, one of the defendants in this action, being duly sworn, deposes and says that the facts stated in the above answer are true, of his own knowledge, except as to matters which are herein stated, on his information or behalf, and as to those matters that he believes it to be true.

ASA HALL.

Subscribed and sworn to before me, this 6th day of May, 1859.
J. F. J. BENNETT,
County Clerk.

1018 Endorsed: In 3d District Court. 238. Ferdinand Vassault, *vs.* Moses A. Meader and Asa Hall, *et als.* Answer of defendant, Asa Hall. Received a copy of the within, this 6th May, 1859. John Wilson, attorney for deft. Sharp & Sharp, attorney for deft.

Filed May 6, 1859.

J. F. J. BENNETT,
Clerk.

1019 District Court, 3d jud'l district.

FERDINAND VASSAULT, plaintiff,
vs.
BASCOM CASE, impleaded with Moses A. Meader, *et als.*, defendant.

STATE OF CALIFORNIA, *County of Santa Cruz:*

Now comes the said defendant, Bascom Case, and for answer to said plaintiffs complaint, says that he denies that on the 7th day of March, A. D. 1859, or at any other time, the plaintiff was the owner in fee simple, or entitled to the possession of the tract of land set forth in the plaintiff's complaint, and known as the Rancho Refugio, or of any part thereof. And for further answer, defendant denies that on the day and year above-mentioned, or at any other time, he came and unlawfully took the possession of said tract of land, or of any part thereof; or that he, at any time, unlawfully ejected the plaintiff therefrom, or from any part thereof; or that he has taken, and still does take to his own use unlawfully, the rents, issues, or profits of said Rancho, or of any part thereof. And for further answer defendant denies that he has no title to said tract
1020 of land, or that he does not claim any title, except from and

under a grant made to one Jose Bolcoff. And for further answer, defendant says that heretofore, to wit, on the 22d day of May, A. D. 1856, he, the said defendant, was the owner in fee simple and entitled to a portion of said Rancho Refugio, viz, a tract of land bounded and described as follows: commencing at a cross marked in the bituminous sand stone on the western side of the Baldwin creek, and a little south of west from the house where said defendant now resides, and running from thence north 28 degrees east 31 chains 63 links; from thence south 62 degrees east 31 chains 63 links; thence south 28 degrees east 31 chains 63 links; thence south 28 degrees west 31 chains 63 links; and thence to the place of beginning, containing one hundred acres.

And defendant further says, that at the time of the commencement of this action, he was, and still is, the owner, and entitled to the exclusive possession of said last-described premises, and also the rents, issues, and profits thereof, and that the plaintiff has no right or title whatever to the same.

1021 Wherefore the defendant prays to be hence dismissed, and for his costs wrongfully sustained.

B. B. CASE.

STATE OF CALIFORNIA, *County of Santa Cruz*:

Bascom B. Case, one of the defendants in this action, being duly sworn, deposes and says that the facts stated in the above answer are true of his own knowledge, except as to matters which are therein stated on his information or belief, and as to those matters he believes it to be true.

B. B. CASE.

Subscribed and sworn to before me this 22d day of November, A. D. 1859.

L. H. BARLY,
Justice of the Peace.

Endorsed: District Court. Ferdinand Vassault *vs.* B. Case *et al.* Answer.

Filed Novemb. 22, 1859.

D. F. HARLAM, *Clerk.*
By E. L. WILLIAMS, *Deputy.*

1022 I herewith acknowledge service of a copy of within answer this 22d day of November, A. D. 1859.

JOHN WILSON,
Attorney for Plaintiff.

STATE OF CALIFORNIA, *County of Santa Cruz*:

I, F. F. Tidball, clerk of the District Court in and for said county, certify the foregoing to be a full, true, and correct copy of the pleadings in the cause of Ferdinand Vassault *vs.* Moses A.

Meader *et als.*, as the same is shown by the judgment rol
cause, now on file in my office.

Witness my hand and the seal of said court this 10th day
10. A. D. 1866.

[SEAL.] F. F. TIDBALL, *Clerk.*

1023 *Deposition of Jose Bolcoff.*

Interrogatory 1st. What is your name? what is your age? where do you reside? and what is your occupation?

To the first interrogatory deponent saith: My name is Joseph Bolcoff. I am seventy years of age. I reside in the county of Santa Cruz, State of California. When in health I cultivate the land where I live.

Interrogatory 2. Where were you born? How long have you resided in California?

To the 2d interrogatory deponent saith: I was born in Odessa, Empire of Prussia. I have resided in California forty-five years.

Interrogatory 3. State whether you know the tract of land in the State of California, and county of Santa Cruz, called and known as Rancho Refugio, or El Refugio; and if so, how long have you known it?

To the 3d interrogatory deponent saith: I know the tract of land
in the State of California, and county of Santa Cruz, called
1024 and known as Rancho Refugio, and have known it for the last
twenty-seven years; that is, since the year eighteen hundred and thirty-nine.

Interrogatory 4. State whether you were acquainted with Maria Candida Castro, Maria Jacinta Castro, and Maria de los Angeles Castro, children of one Joaquin Castro; and if so, how long have you been acquainted with them? Was any of them ever married? If yea, with whom did they marry, and when? How many of them, and which ones, if any, are dead; when they died; which ones, if any, are now living, and where they reside?

To the 4th interrogatory deponent saith: I am acquaintad with Maria Candida Castro, Maria Jacinta Castro, and Maria de los Angelos Castro, daughters of one Joaquin Castro, and have been acquainted with them since the year eighteen hundred and twenty-three. Yes; some of them were married. Maria de los Angeles
was married to Joseph L. Majors in the year eighteen hun-
1025 dred and twenty-two. My wife, Mary Candida, died in the
year eighteen hundred and sixty. Maria de los Angelos yet lives, and resides in Santa Cruz, Maria Jacinta yet lives, and resides in Benecia, California.

Interrogatory 5. Are you acquainted with Joseph L. Majors? If so, how long have you been acquainted with him, with whom did he marry, and when?

To the 5th interrogatory deponent saith: I am acquainted with Joseph L. Majors, and have such acquaintance with him since he came to California. He was married to Maria de los Angeles Castro in the year eighteen hundred and thirty-nine.

Interrogatory 6th. If you state that Joseph L. Majors was married, then state if you know where, and in what family his wife resided at the time she was married; and how long she had then resided there; and where he and his wife went to reside shortly after they
1026 were married; and how long they continued to reside there. State every place within your knowledge where Joseph L. Majors and his wife have resided since that time.

To the 6th interrogatory deponent saith: The wife of Joseph L. Majors resided in my house from the year eighteen hundred and twenty-four until she married in the year eighteen hundred and thirty-nine. Joseph L. Majors and his wife, shortly after marriage, went to reside at the Rancho San Augustin, and they continued to reside there about eleven years. Since that time they have resided at Santa Cruz.

Interrogatory 7. State whether you were ever acquainted with a person sometimes called Jose Crisastomo Majors; and if so, state whether he and Joseph L. Majors were the same person, or different persons.

To the 7th interrogatory deponent saith: I am acquainted with a person sometimes called Jose Crisostomo Majors; he and Joseph L. Majors are the same persons.

1027 Interrogatory 8th. If you state that you knew Maria Jacinta Castro, state if you know in what family she resided in the year eighteen hundred and thirty-nine; how long she continued to reside there; where she has since resided, and what has been her business, profession, or occupation.

To the 8th interrogatory deponent saith: Maria Jacinta Castro resided with me in the year eighteen hundred and thirty-nine, and continued to reside with me until the year eighteen hundred and fifty-one, when she went to reside at the convent in Monterey, now in Benecia, and is a nun by profession.

Interrogatory 9th. State whether or not you ever saw or had any knowledge of a petition by Maria Candida Castro, Maria Jacinta Castro, and Maria de los Angeles Castro, to governor, Juan B. Alvarado, in the year eighteen hundred and thirty-nine, asking that the Rancho el Refugio might be conceded to them.

1028 To the 9th interrogatory deponent saith: I saw and had knowledge of a petition by Maria Candida Castro, Maria Jacinta Castro, and Maria de los Angeles Castro, to Governor Juan B. Alvarado in the year eighteen hundred and thirty-nine, asking that the Rancho Refugio might be conceded to them. I wrote it.

Interrogatory 10th. State whether or not you ever saw a document dated in the year eighteen hundred and thirty-nine, purporting to be an order signed by Governor Alvarado, granting to Maria Candida Castro, Maria Jacinta Castro, and and Maria de los Angelos Castro, permission to occupy provisionally the Rancho el Refugio? If yea, state if you know the same who had the possession and control of that document from the year eighteen hundred and thirty-nine to the year eighteen hundred and fifty-five; and then state who had it the the last you know of it; in whose hands was it at the last time you saw it.

(Plaintiff objects to the tenth interrogatory, because the evi-
1029 dence sought to be elicited is secondary in its character, the document therein mentioned not having been shown to be lost or destroyed. This objection is made before the question is asked.)

To the tenth interrogatory deponent saith: I have seen a document dated in the year eighteen hundred and thirty-nine, purporting to be an order signed by Governor Alvarado, granting to Maria Candida Castro, Maria Jacinta Castro, and Maria de los Angelos Castro, permission to occupy provisionally the Rancho Refugio. I know the same, and have seen it. My wife had the possession and control of that document from the year eighteen hundred and thirty-nine to the year eighteen hundred and fifty-nine. My wife had it, and the last I knew of it I gave it to M. A. Meader. It was in the hands of my wife, and the last time I saw it it was in the hands of M. A. Meader.

Interrogatory 11th. State whether you ever saw or examined
1030 a document among the Mexican archives in California, purporting to be an order signed by Governor Alvarado, dated the 8th day of April, in the year eighteen hundred and thirty-nine, declaring Maria Candida Castro, Maria Jacinta Castro, and Maria de los Angeles Castro, or any other persons, the owners of the Rancho El Refugio, and ordering or directing a title to be issued to them; and if you have ever seen or examined such a document, then state when and where you saw it for the first time.

To the eleventh interrogatory deponent saith: I have not seen or examined a document among the Mexican archives in California, purporting to be an order, signed by Governor Alvarado, dated the eighth day of April, in the year eighteen hundred and thirty-nine, declaring Maria Candida Castro, Maria Jacinta Castro, and Maria de los Angelos Castro, or any other person, the owners of the Rancho Refugio, and ordering or directing a title to be issued to them.

1031 Interrogatory 12. If you state that you have seen the document referred to in the last question, then state whether you noticed an apparent alteration in said document by the insertion of your name in the place of another. If yea, state all you know as to when that was done, who did it, why it was done, and all that you had to do with it directly or indirectly. State fully all you know about it.

To the twelfth interrogatory deponent saith: To this interrogatory this deponent cannot depose for want of knowledge.

Interrogatory 13th. State whether you have ever seen a document in the Mexican archives in California known as Jimeno's Index; and if so, when you first saw it.

To the thirteenth interrogatory deponent saith: To this interrogatory this deponent saith, I have not seen a document in the
1032 Mexican archives in California known as Jimeno's Index.

Interrogatory 14th. What do you know, if anything, in regard to an apparent alteration in the book or papers in the Mexican archives in California, called Jimeno's Index, where your name appears written in connection with a reference to a grant

made for Rancho el Refugio? State all you know, if anything, as to when it was done, where it was done, who did it, why it was done, and all you had to do with it directly or indirectly. State all you know about it.

To the fourteenth interrogatory deponent saith: I have seen an apparent alteration in the book or papers in the surveyor general's office, in California, called Jimeno's Index, where my name appears written in connection with a reference to a grant made for Rancho Refugio. I know nothing as to when it was done, nor where it was done, nor who did it, nor why it was done. I had nothing
1033 to do with it directly or indirectly I know nothing about it.

Interrogatory 15th. State whether you have ever seen or had any knowledge of a grant from Governor Alvarado to said three sisters Castro for the Rancho el Refugio; and if you answer in the negative, then state whether you would have been likely to have known it, had such a grant been issued, and state fully all the means you had of seeing or knowing of such a document, had the same have been issued.

To the fifteenth interrogatory deponent saith: I have not seen or had any knowledge of a grant from Governor Alvarado to said three sisters Castro for the Rancho Refugio. I have seen a decree, nothing more. I would have been likely to have known it had such a grant or concession been issued. My wife would have shown it to me, and I would have seen it. The decree I speak of is
1034 referred to in my answer to the tenth interaogatory.

Interrogatory 16th. State, if you know, who the principal person was that had prepared, signed, and presented to the governor the petition in the name of the three sisters for the said Rancho el Refugio, in the year eighteen hundred and thirty-nine. Was it sent to the governor by some one else, or was it taken by one of the three sisters? and if taken by one of them, which one? State all you know about it.

To the sixteenth interrogatory deponent saith: I was the person that wrote the petition, in the name of the three sisters, for the said Rancho Refugio, in the year eighteen hundred and thirty-nine. My wife signed it, and presented it to the governor herself, and she is one of the three sisters. This is all I know about it. My wife was the principal person in having it done.

Interrogatory 17. What steps were taken in the year
1035 eighteen hundred and thirty-nine, if any, by the three sisters Castro to reduce the Rancho el Refugio to possession and occupation. What cattle, horses, or other stock was put on the rancho by them. or either of them? State what houses, fences, or other improvements, if any, were erected upon the land, and who erected them, with whose labor, and at what expense was it done? State fully all you know about it.

To the seventeenth interrogatory deponent saith: The steps taken in the year eighteen hundred and thirty-nine, by the three sisters Castro, to reduce the Rancho Refugio to possession and occupation, were to bring there the decree, nothing more. In said year

there was not put on the rancho by them, or either of them, any cattle, horses, or other stock, nor was there houses, fences, or any other improvements erected upon the land by them.

Interrogatory 18. Where did you live in the year eighteen hundred and thirty-nine, and how many of the three sisters Cas-
1036 tro, if any, were members of your family?

To the eighteenth interrogatory deponent saith: In the year eighteen hundred and thirty-nine I lived on the Rancho Refugio, and the three sisters Castro were members of my family until October of that year, when Maria de los Angelos Castro ceased to be because of marriage. She and her husband then removed to the Rancho San Augustine to live.

Interrogatory 19th. Will you state whether Maria Candida Castro, Maria Jacinta Castro, and Maria de los Angelos Castro, or either of them, ever erected a dwelling house, or any other houses, on the Rancho el Refugio, in the year eighteen hundred and thirty-nine, or at any time prior to the year eighteen hundred and fifty; and if so, what dwelling houses or other houses did they so erect, and which of the three sisters Castro erected them?

To the nineteenth interrogatory deponent saith: Neither
1037 Maria Candida Castro, Maria Jacinto Castro, nor Maria de los Angelos Castro ever erected a dwelling house, or any other houses on the Rancho Refugio, in the year eighteen hundred and thirty-nine, or at any time prior to the year eighteen hundred and fifty.

Interrogatory 20th. Where did you reside prior to the year eighteen hundred and thirty-nine? How long did you reside there? State whether you, at any time, lived on the Rancho San Augustin, in Santa Clara County, and if so, how long did you reside there? Who claimed said Rancho San Augustin, while you resided on it, and what improvements of every kind did you make or have, if any, on the land?

To the twentieth interrogatory deponent saith: Prior to year eighteen hundred and thirty-nine, and for seven years, I resided on the Rancho San Augustin, in Santa Cruz County. I claimed said
Rancho San Augustin, while I resided on it. I built an adobe
1038 house, fences, corrals, a mill driven by horse power to grind wheat and sower the land.

Interrogatory 21st. If you state that you, at any time, lived on the Rancho San Augustin, and that you claimed it then, state who lived on said Rancho San Augustin after you left, and who, after you, succeeded to your claim of title?

To the twenty-first interrogatory deponent saith: Joseph L. Majors lived on said Rancho San Augustin after I left, and succeeded to my claim of title.

Interrogatory 22nd. State whether you have at any time seen a document purporting to have been signed by Juan B. Alvarado, governor, in April, in the year eighteen hundred and forty-one, and to be a grant to you of the Rancho el Refugio, and if yea, state whether that document was ever in your possession, and if yea,

state when it was delivered to you, where and by whom? How
1039 long you had it in your possession, and what you did with it.

(To the 22nd interrogatory plaintiff objects before the same is asked, because oral testimony is inadmissible to prove the existence or contents of a writing.)

To the 22nd interrogatory deponent saith: I have seen a document purporting to be signed by Juan B. Alvarado, governor, in the year eighteen hundred and forty-one, and being a grant to me of the Rancho Refugio; that document was in my possession; it was delivered to me in the year eighteen hundred and forty-one; it was delivered to me on the Rancho Refugio, and it was brought to me by my wife from Monterey. I had it in my possession until the United States Land Commission was established. I then gave it to Pacificas Ord, an attorney-at-law, to present to the Land [land] Commission, in the name of my sons Francisco and Juan.

1040 Interrogatory 26d. State whether in the year eighteen hundred and thirty-nine, after the marriage of Joseph L. Majors, there was any agreement between you, Maria Candida Castro, Maria Maria Jacinta Castro, Maria de Los Angelos and Joseph L. Majors, in reference to the Ranchos el Refugio and San Augustin, or either of them; and if so, state fully all that was afterwards done by either you, Maria Candida Castro, Maria Jacinta Castro, Maria de Los Angelos Castro or Joseph L. Majors, under and in pursuance of said agreement.

(To the 23 interrogatory plaintiff, before the same is asked, objects because oral testimony is inadmissible to show an agreement for the or exchange of lands.

To the twenty-third interrogatory deponent saith: In the year eighteen hundred and thirty-nine, after the marriage of Joseph L. Majors, there was an agreement between myself, Maria Candida Castro, Maria Jacinta Castro, Maria de los Angelos Castro, and Joseph L. Majors, in reference to the Ranchos Refugio and San Augustin. The
1041 agreement was that Maria de los Angelos Castro should take one league of the Rancho San Augustin, being the extent of one league, and I should take one league of the Rancho Refugio, this was the whole agreement; under and in pursuance of said agreement, nothing was done by either myself, or them, or Joseph Majors afterwards.

Interrogatory 24. If you state, in answer to the last interrogatory, that there was an agreement between the parties therein named, in reference to the Ranchos El Refugio and San Augustin, state whether that agreement involved the payment of any money or goods by either of the parties to ther other, and if yea, state fully who was to pay the money or goods; to whom they were to be paid; what they were to be paid for; whether or not any such payments were ever made; and if so, when, where, and how much was paid?

(To the the 24th interrogatory plaintiffs objects before the
1042 same is asked because the same is leading, and because that the witness has already stated the whole of the agreement.

To the twenty-fourth interrogatory deponent saith: That agree-

ment involved the payment to me, by Joseph L. Majors, of the sum of four hundred dollars in goods. He afterwards paid me by delivering said goods to on board of the frigate California. I do not recollect the year. That payment was made to me for the improvements on the Rancho San Augustin that I had sold to him.

Interrogatory 25. If you state that you had a paper purporting to be a grant from Governor Alvarado to yourself for the Rancho el Refugio, then state how you came by it, who procured it for you, if any one; and state fully how it was that you had such a paper after said rancho had been petitioned for by the three sisters Castro, and the governor had made an order that they might occupy the same.

1043 To the twenty-fifth interrogatory deponent saith: Governor Alvarado sent word to my wife to come to Monterey, and there asked her how it should be about that agreement whether he should grant to her the league of land of the Refugio, or all the Refugio Rancho, or whether he should grant to me her husband. She told him to make the grant to me, and then she brought to me the grant for all of the Rancho Refugio. This grant was made because of the agreement made with the wife of Joseph L. Majors. This title was brought to me in the year eighteen hundred and forty-one.

Interrogatory 26th. Who lived on the Rancho El Refugio from the year eighteen hundred and forty to the year eighteen hundred and fifty? who, if any one, claimed to own it during that time? who, if any one was in possession of it between those periods? How did they occupy it, and what improvements did they have on it, and what acts of ownership did they perform on the land?

1044 To the twenty-sixth interrogatory deponent saith: Myself and family lived on the Rancho Refugio from the year eighteen hundred and forty to the year eighteen hundred and fifty. I claimed to own it during that time. I was in possession of it between those with my family. Myself and family occupied it by sowing and cultivating the land, and by having upon it stock, horses, and sheep. As the title was conditioned that between one year there should be a house erected; that condition I complied with, in the month of July of the year eighteen hundred and forty-one. I erected a dwelling-house of adobes. I had a garden, and in that year resided in the dwelling-house; the following year I erected another dwelling-house of adobes, where the garden was; also erected fences, and there were the improvements. As acts of there was cattle breeded, and also a mill erected for the purpose of sawing lumber.

Interrogatory 27th. State whether of your knowledge any
1045 juridical possession was ever given to any one of the Rancho el Refugio; and if so, state when it was given; by what officer it was given; to whom, and under what claim of title? State who was present, and all you recollect about it.

To the twenty-seventh interrogatory deponent saith: Of my knowledge juridical possession was given of the Rancho Refugio to myself.

It was given to me in the eighteen hundred and forty-two by Rafael Castro, Alcalde. It was given to me under my claim of title that was made to me by Alvarado the previous year. I do not remember the names of those present at the time of giving the juridical possession, the paper which they signed at the time shows who they were. This is all I recollect about it.

Interrogatory 28th. If you, in your answer to the last question, say that you know that juridical possession of said rancho was given, then state whether or not any paper evidence was drawn up of such juridical possession; and if there was, then state who drew it
1046 up; what officer and witnesses signed it; to whom was it delivered; when was it delivered; when did you last see it, and what finally became of it.

To interrogatory 28 plaintiff objects, before the same was asked, because oral testimony was inadmissible to prove the existence and contents of a writing.

To the twenty-eighth interrogatory deponent saith: There was paper evidence drawn up of such juridical possession by the alcalde, I believe, or some other person; the alcalde, Rafael Castro, signed it, and his assisting witnesses; it was delivered to me by the alcalde, Rafael Castro. It was delivered to me in the year eighteen hundred and forty-two; the last time I saw it was when I handed it to Pacificos Ord to present to the United States land commission.

To interrogatory 29th. State fully how you came to make a conveyance of your interest in the Rancho el Refugio, in the
1047 year eighteen hundred and fifty-two, to your sons, Juan Bolcoff and Francisco Bolcoff; what were the causes which moved you to make such a conveyance; explain fully all about it.

To interrogatory 29. Plaintiff, before the same was asked, objects for the same reason as above.

To the twenty-ninth interrogatory deponent saith: The reasons why I made a conveyance of my interest in the Rancho Refugio in the year eighteen hundred and fifty-two to my sons, Juan Bolcoff and Francisco Bolcoff, were, firstly, I had now become wearied with my fifty years that I had attained, and wished to live a quiet and peaceable life without trouble of any kind. I had the understanding with my mentioned sons that they should pay all of my liabilities, leaving me free from such cares; there were the causes which moved me to make such a conveyance.

1048 Interrogatory 30th. Are you acquainted with that part of the Rancho el Refugio now claimed by the heirs of Eli Moore, deceased? and if so, state whether or not you ever sold that tract of land to Eli Moore; and if you sold it to him, state when, and whether or not he paid to you, and how he paid you, and who was in possession of that land at the time, and before the time you sold it to him.

To interrogatory 30th plaintiff, before the same is asked, objects for the reason that oral testimony is inadmissible to prove the sale or conveyance of lands.

To the thirtieth interrogatory deponent saith: I am acquainted

with that part of the Rancho Refugio now claimed by the heirs of Eli Moore. I sold to Eli Moore that tract of land. I sold it to him for the sum of five hundred dollars, which he paid to me at the moment of sale. That tract of land was a part of, and belonged
1049 to the Rancho Refugio, and I was in possession of it at and before the time it was sold. I believe it was in the year eighteen hundred and forty-eight, or in the year eighteen hundred and forty-nine, that I sold to said Eli Moore that tract of land.

Interrogatory 31st. Do you know the two hundred acre tract of land on the Rancho el Refugio claimed by Davis and Jordan, and to have been purchased of you and your sons by Albion P. Jordan? and if so, state whether or not you or your sons ever sold said land to Albion P. Jordan, and if you or they sold the same to him; what the purchase price was, and how and when it was paid?

To interrogatory 31st. Plaintiff objects before the same is asked, for the same reason.

1050 To the thirty-first interrogatory deponent saith: I think the two hundred acre tract of land on the Rancho Refugio claimed by Davis and Jordan, that was purchased of myself and sons by Albion P. Jordan; my sons sold said land to Albion P. Jordan with my consent. I do not recollect whether I was a party to the deed or not. I believe the purchase price was fifteen hundred or two thousand dollars. I do not recollect which. It was paid for in money at the time of sale. I do not recollect the year.

Interrogatory 32nd. Do you know, or can you set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this cause or either of them; or that may be material to the subject of this your examination; or the matters in question in this cause? If yea, set forth the same fully, and at large
1051 in your answer.

To the thirty-second interrogatory, defendant saith: I do not know, nor can I set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this cause or either of them. I do not know them, nor do I know of one more than of the other. I have no feeling in this matter.

(Signed) JOSE BOLCOFF.

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Third District Court.

Deposition of L. G. Caldwell.

FERDINAND VASSAULT
vs.
MOSES A. MEADER, impleaded with Asa Hull and others.

STATE OF CALIFORNIA, *County of Santa Cruz.*

R. F. Peckham, attorney for the defendant, Moses A. Meader, in the above-entitled cause, being duly sworn, deposes and says: That

the summons has been served, and an issue of fact has been joined in the above-entitled cause by the said defendant; that Leander G. Caldwell, a resident of this county, is a material witness for said defendant on this trial of such issues; that the said Caldwell is sick and too infirm to attend the place where the court is held, and that the nature of his disease is such as to preclude all hope of recovery by his physicians, so as to enable him to attend and give the testimony upon the trial, and to render it extremely doubtful whether he can survive until the next term of this court.

R. F. PECKHAM.

1054 Sworn to and subscribed before me this 21st day of June, A. D. 1859.

J. F. J. BENNETT, *County Clerk.*

Third District Court.

FERDINAND VASSAULT
vs.
MOSES A. MEADER, impleaded with Asa Hull, and others.

STATE OF CALIFORNIA, *County of Santa Cruz.*

John Wilson, Attorney for Plaintiffs.

SIR: You will take notice that the defendant, Moses A. Meader, will, for the reasons stated in the annexed affidavit, of which you will also take notice, at the residence of Leander G. Caldwell, in the township of Soquel and county of Santa Cruz, on the 30th day of June, A. D. 1859, at 10 o'clock, a. m., take the deposition of said Leander G. Caldwell, to be used in evidence in his behalf on
1055 the trial of this cause.

Santa Cruz, June 20th, A. D. 1869.

R. F. PECKHAM,
Att'y for D'f't, Meader.

Endorsed: I admit due service copy within aff't and notice. Dated June 21st, 1859. John Wilson, plff's att'y.

In the District Court of the 3rd judicial of the State of California in and for the county of Santa Cruz.

FERDINAND J. VASSAULT
vs.
MOSES A. MEADER, impleaded with Asa Hall and others.

Deposition of L. G. Caldwell, witness produced and sworn for the defendants, taken before me J. F. J. Bennett, county clerk of the county of Santa Cruz, in pursuance of the annexed notice and affidavit. Present Robert F. Peckham, attorney for the defendants; no person appearing for the plaintiff.

Leander G. Caldwell, being duly sworn according to law, deposes as follows:—

1056 Question. What is your name?

Answer. Leander G. Caldwell; I always sign my name L. G. Caldwell.

Question. What is your age?

Answer. Fifty years.

Question. Where do you reside?

Answer. In Soquel, Santa Cruz county.

Question. Have you ever filled any office in Santa Cruz county? and if so, what was it, and when?

Answer. I was sheriff of Santa Cruz county in the years of 1854 and 1855.

Question. A paper was here produced from the records of the District Court of the county of Santa Cruz purporting to be an execution issued out of said court to the sheriff of the county of Santa Cruz, July 8, A. D. 1855, with the return and proceedings under the same in favor of Moses A. Meader against Maria Candida Bolcoff, Jose

1057 Bolcoff, Juan Bolcoff, Francisco Bolcoff, Isaac E. Davis, and others, and endorsed, District Court. Meader *vs.* Bolcoff *et al.* Writ filed August 1st, A. D. 1855.

P. TRACY, *Clerk.*

Which document is shown to the witness, and is asked—

Question. State whether or not you recognize this document, and if so whether or not the same was in your possession; and if the same was ever in your possession, what if any were your proceedings under it.

Answer. I recognize the document; the same was in my possession in the month of July, and the first of August, A. D. 1855. My proceedings under it is shown by the return on and papers annexed.

Question. This document recites a judgment of the aforesaid District Court of the second day of July, A. D. 1855, "ordering

1058 and decreeing that certain mortgaged premises, as set forth in said decree, a copy of which is hereunto annexed be sold in accordance with law," and commanded you to sell the same, to make the sum of thirteen thousand seven hundred and eighty-two dollars and

fourteen cents, with accruing interest, and one hundred and forty-nine dollars costs of suit. State whether or not, any copy of such decree was delivered to you, together with this suit.

Answer. There was.

Question. State if you recollect the same; what ever became of that copy of such decree?

Answer. It was returned with the execution.

Question. Are you certain that you have not that copy?

1059 Answer. Yes; I am certain that I have not got it in my possession.

L. G. CALDWELL.

STATE OF CALIFORNIA, *County of Santa Cruz, ss*:

I, J. F. J. Bennett, county clerk of the county of Santa Cruz, and State of aforesaid, do hereby certify that the foregoing, numbering from one to four inclusive, contain the deposition of L. G. Caldwell, a witness produced and sworn, and examined on the part of the defendants in the case entitled Ferdinand Vassault *vs.* Moses A. Meader, impleaded with Asa Hall and others, now pending in the District Court in and for the said county of Santa Cruz, which said deposition was taken before me in pursuance of the annexed notice and affidavit on the 30th day of June, A. D. 1859, commencing at the hour of 10 o'clock a. m., at the residence of Leander G. Caldwell,

1060 in the township of Soquel, county of Santa Cruz and State aforesaid; that Leander G. Caldwell was first by me duly sworn, and thereupon testified as is above set forth, which said testimony was by me then reduced to writing in his presence, and when finished was by me carefully read over to the said Leander G. Caldwell, and was by him corrected and then signed by him in my presence.

In witness whereof, I have hereunto set my hand and affixed the seal of the County Court, at office, this 30th day of June, A. D. 1859.

J. F. J. BENNETT,
County Clerk of Santa Cruz County.

Endorsed: Filed Nov. 18, 1859. D. J. Haslam, clerk.

1061 STATE OF CALIFORNIA, *County of Santa Cruz, ss*:

I, F. F. Tidball, county clerk and ex-officio clerk of the District Court of the 3rd judicial district in and for said county and State, certify the foregoing to be a full, true, and correct copy of a deposition of L. G. Caldwell in the foregoing-entitled cause now on file in my office.

In witness whereof, I have hereunto set my hand and affixed my official seal this sixth day of January, A. D. 1868.

F. F. TIDBALL, *Clerk.*
By FRANK COOPER, *Deputy.*

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1063 *Opinion.*

CHARLES E. NORTON
vs.
MOSES A. MEADER *et al.*

This is a suit on the equity side of the court to charge the defendants as trustees of certain real property, situated in the county of Santa Cruz, and to compel a transfer of the legal title held by them to the complainant. The case presented is substantially this:

On the 13th of February, 1839, three sisters, Maria Candida, Maria Jacinta, and Maria de los Angeles Castro, presented a petition to Alvarado, then governor of the department of California, for a grant of a tract of land known as "El Refugio," situated in the present county of Santa Cruz. On the same day the petition was referred to the administrator of the adjoining mission, and upon his favorable report the governor, on the 16th of March, 1839, made "to the parties interested" a provisional concession of the land—a concession subject to his further action in the premises—and also gave them permission to occupy the land pending the proceedings. Under this permission the petitioners entered into the possession of the premises. At the same time the governor, to obtain the proper information to guide his further action, directed the prefect of the district to report upon the subject of the petition. The prefect reported that a grant could be made of the tract solicited, as it was vacant land and not claimed by any one. Accordingly, on the 8th of April, 1839, the governor made a formal concession of the tract to the three sisters by name, referring to their petition and the report of the prefect, and declaring them "owners in fee of the land known by the name of 'El Refugio,'" and directing that the proper grant or title papers (titulo) issue to them, and that the proceedings in the case (the espediente) be retained for the knowledge and approval of the departmental assembly. These proceedings are designated by the number 131. In this concession, the name of one of the sisters, Maria de los Angelos, is erased, and over the erasure is written the name of Jose Bolcoff.

On the 22d of May, 1840, this concession was approved by the departmental assembly. The approval, as entered in the journals of the assembly, has upon it the number of the espediente, 131, and mentions the date of the concession, and designates the three sisters, by name, as the parties to whom it was made. On the 13th of June following, the governor, referring to the action of the assembly, directed a certificate of the approval to be issued to the three sisters.

At the time the concession was made, Jose Castro was prefect of the first district, and as such officer kept a record of the grants of land made in the district. The grants made by himself, as prefect, he entered at length; but of the grants made by the governor he entered only a memorandum, designating their date, the parties to whom issued, and the land granted. A book, purporting to be the original registry kept by him, is now in the archives in the custody of the surveyor general of the United States. It bears on its

face evidence of its genuineness, and is verified in every particular which is susceptible of verification by documents in the archives. It contains a memorandum of nine grants of the governor; eight of these grants are found in the archives. Each of them has endorsed on it a memorandum directing its entry by the prefect in his registry, and a minute by the secretary of the prefect, that it has been so entered with reference to the page of the registry. The minutes on these grants and the entries in the registry correspond. Of the nine grants noted in the registry, the eighth is not found in the archives. This eighth is the one which the complainant contends was issued to the three sisters. The entry in the registry is, that on the eighth day of April, 1839, the governor granted to them the place called Refugio. This entry was made on the day following.

There is also in the archives an index of grants which was prepared between 1838 and 1845, by a clerk in the office of the secretary of state of the department, and under his direction, and is commonly known as Jimeno's Index. This index gives the number of the espedientes, the names of the grantees, and the designation of the land granted. Upon the Index we find against No. 131 the entry of a grant of land designated as "El Refugio," and the name of Jose Bolcoff written over an erasure. It is admitted that originally the names of the three sisters were written here.

This is the documentary evidence which the complainant produces to show that a grant of the Rancho el Refugio was issued to the three sisters, under whom he claims by sundry mesne conveyances. The parol evidence produced by him relates chiefly to the possession of the premises since the concession of the governor, and certain alleged admissions, verbal or by conduct, of the sisters.

The defendants claim title to the premises through Jose Bolcoff; and of some portions of the premises they also allege a conveyance or release from the sisters.

As documentary evidence of title they produce:

First—A paper purporting to be a grant of El Refugio to Jose Bolcoff, by Governor Alvarado, bearing date on the 7th of April, 1841.

Second—A certificate of Governor Alvarado, dated July 28th, 1841, stating that the grant made on the 8th of April, 1839, in favor of Jose Bolcoff, was approved on the 22d of May, 1841, by the departmental assembly, and purporting to quote the language of the proceedings of that body. The certificate concludes by stating that it is issued to the party interested for his security in consequence of the decree of the 13th of June preceding existing in the espediente.

Third—A document, purporting to be a record of juridical possession, given to Bolcoff, July 26, 1842.

Fourth—A diseno or sketch of the tract El Refugio; and

Fifth—A patent of the United States, bearing date on the 4th of February, 1860, issued to Francisco and Juan Bolcoff upon the confirmation of the alleged grant to Jose Bolcoff.

In 1822 one of the sisters, Maria Candida, intermarried with Jose Bolcoff, and in 1839, Maria de los Angeles intermarried with Joseph

L. Majors. The three sisters lived together as members of the family of Bolcoff upon the land granted—Los Angeles until her marriage, and Jacinta, until 1850, when she became a member of a religious order in the Catholic church, and has not since resided upon the premises. Since sometime in 1850 Majors and wife have occupied a portion of the tract, claiming their right to the possession under the grant to the sisters.

In 1822 Francisco Bolcoff and Juan Bolcoff, sons of Jose Bolcoff, presented their petition to the board of land commissioners, created under the act of March 3d, 1851, for a confirmation of the claim to El Refugio, asserted by them under the alleged grant to their father. In support of their claim they relied upon the grant of Alvarado, his certificate of approval by the departmental assembly, the record of juridical possession, and the sketch which we have mentioned, with parol evidence of possession and cultivation. No question was raised before the board as to the genuineness of these documents, and in January, 1855, the claim was confirmed. An appeal from the decision was dismissed, and on the 4th of February, 1860, as already stated, patent was issued thereon.

In 1852 Majors presented for himself and on behalf of his wife a petition to the board for a confirmation of her claim to one-third of the tract, under the grant to her and her sisters. In support of the claim they produced the petition to the governor, the reports thereon, the provisional grant of March 16th, 1839, the formal concession of April 8th, 1839, and the order of the governor of June 13th, 1840, to issue to them a certificate of the approval of the assembly.

The board rejected the claim, holding in substance, that no evidence was offered that any grant was issued to the three sisters; that the decree of concession was of itself insufficient; that until a document as evidence of his rights was issued and delivered to the grantee, a decree of concession and even favorable action of the departmental assembly did not pass any title, legal or equitable, and the property continued part of the public domain, subject to the disposition of the authorities of the government; and observed that this was the view of the governor and departmental assembly, as he had, notwithstanding the concession to the sisters, issued two years subsequently a grant of the same land to Bolcoff, and the assembly had approved it.

The whole decision proceeded upon the supposed genuineness of the documents offered as evidence of Bolcoff's title, and the supposed authority of the officers of Mexico to re-grant lands once granted, without previous surrender by the first grantee. It is true, the opinion of the board also speaks of a want of proof of compliance with the usual conditions of cultivation and inhabitation, but this view could only have been entertained upon the idea that the residence and cultivation of Bolcoff and his wife, and that of her sisters, were under different grants. The commissioners held, in confirming his claim, that cultivation and residence were sufficiently established.

Since the action of the board upon these petitions the registry of the perfect has been discovered, and the new light it throws upon

the question of the issue of a grant to the sisters, and other circumstances, to which we shall hereafter refer, have led to a careful examination of the documents upon which the claim of Bolcoff rested, and finally to the institution of the present suit.

The position assumed by the complainant is this: that a formal grant—a titulo, as it is termed in Spanish conveyancing—was issued to the three sisters on the day of the concession, April 8th, 1839; that this grant passed into the possession of Bolcoff and was some years afterwards suppressed or destroyed by him, with the intent to defraud the sisters of the property granted to them, and to secure the title to himself; that in the execution of this intent, the documents presented to the board of commissioners, the grant, certificate of approval, and record of juridical possession, were fabricated by him, or others at his instigation, and the erasures made in the decree of concession to the sisters, and in Jimeno's Index; and that a claim confirmed and a legal title obtained by these means, should be controlled for the benefit of parties equitably entitled to the property.

The bill does not, it is true, allege the issue of a formal title with the precision we have stated; it speaks rather of the concession of April 8th, 1839, as the grant, and a copy being issued to the sisters. It proceeds, however, upon the ground that some documentary evidence of the title, based upon the concession, was issued to them, and this is all that is really important in the matter. If necessary, the bill can now be amended in this particular. The defendants have not been misled or prejudiced in their defence by the defective statement. There are also inaccuracies in two or three instances in the dates given, but they are not regarded as material variances.

The first subject of inquiry, therefore, relates to the matters of fraud constituting the groundwork of the suit.

There is no doubt in our minds that a formal grant—a titulo—was issued to the sisters. The decree of concession entered on the 8th of April, 1839, directs the issue of such a document, and no reason is alleged why the direction should not then have been carried out. The entry in the prefect's registry must have been made from such a document. The decree itself remained, and always has remained, in the archives of the government. The issue of a certified copy, as inaccurately averred upon information and belief, would have been an unusual proceeding, and no ground is suggested for its adoption in this case rather than the proceeding directed, and the latter document could have been prepared with equal facility. Nor is there any other instance where the prefect made an entry from any document other than the titulo. The object of the entry by him was not the preservation of evidence of preliminary proceedings of the governor towards grants, but of grants actually made. As the prefect himself could also grant land under some circumstances, it was important for him, for the proper exercise of his authority, to know what part of the public domain had been disposed of by others.

The approval of the departmental assembly in May, 1840, more than a year afterwards, and the order of the governor in June, 1840, directing a certificate of the approval to be issued to the sisters, show

that at those periods there was no information possessed by the assembly or governor of any abandonment by the sisters of their interest in the concession. On the contrary, the action of the governor proceeded upon the ground that no other evidence of title, except what had already been delivered, was needed by him. If any other had been needed it would undoubtedly have been then ordered; and if no right remained in the sisters it is hardly to be supposed that the issue of the certificate to them would have been required.

There is also evidence, clear and convincing, that in 1839 or 1840 juridical possession of the land was given to the sisters, and that in this proceeding Jose Bolcoff appeared and represented them. The testimony of the assisting witnesses is direct upon this point, and also that no juridical possession was ever given in their presence or to their knowledge to any other person. It would be difficult to produce more satisfactory evidence of the existence of a formal grant to the sisters than is thus furnished, for the official delivery of possession was the final act in the Mexican land system for the investiture of a pefect title.

The grant, when issued, without doubt went into the possession of Bolcoff. As already stated, he was the husband of one of the sisters, and all of them resided with him; they were ignorant women, not capable of reading; he would therefore, almost as a matter of course, become the custodian of their title papers.

Were there any doubt upon the question of a grant to the sisters, and of its destruction by Bolcoff, we think it will be removed by a consideration of the documents produced in support of a title in himself. The decree of concession to the sisters is not denied, but it is insisted by the defendants—and this was the pretence set up by Bolcoff himself—that the interest of the sisters was exchanged for an interest in a tract of land of which he had obtained a grant, and that in consequence of this exchange the grant of El Refugio was issued, at their request to him, instead of being issued to them. The agreement is stated in this wise: That Majors and wife should relinquish to Bolcoff their interest in El Refugio, and allow him to obtain a grant therefor in his own name; and in exchange for this, that Bolcoff should relinquish to Majors his interest in a ranch known as St. Augustine, of which he had obtained a grant in 1833, and allow Majors to obtain a grant for the same, he paying Bolcoff, in addition, the sum of four hundred dollars. It is alleged that this agreement was made after the intermarriage of Majors and Maria de los Angeles, and immediately carried into execution; that Majors and wife took possession of St. Augustine, and that afterwards, on the 7th of April, 1841, Maria Candida went personally to the governor and stated the agreement, when the governor, at her request, issued the grant to Bolcoff alone, and that the erasures in the decree of concession and in the Index were at that time made by Jimeno, the secretary of state.

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Unfortunately for the defence, this statement is not only contradicted by Majors, but is inconsistent with almost every fact disclosed

by the records. Majors did, indeed, obtain the ranch St. Augustine from Bolcoff, but it was by direct purchase, and not by an exchange of any interest in other lands. The transfer to him was made months before his marriage, and before even the petition of the sisters for El Refugio had been presented. The transfer to him is endorsed on the espediente of St. Augustine in the archives, and bears date on the 14th of January, 1839.

The alleged grant to Bolcoff makes no allusion to any pretended purchase or exchange with the sisters, or of any abandonment of their rights. It recites that he himself had petitioned for El Refugio, a recital which is inconsistent with his statement.

Of this document there is no trace to be found in the archives of the department, if we except the mutilated Index of Jimeno. The absence of any such evidence of itself throws a strong suspicion upon the character of the document, for it was an essential part of the system of Mexico to preserve full record evidence of all grants of the public domain, and of the proceedings by which they were obtained. (Pico *vs.* The United States, 2 Wallace, 282.) It is incredible that in a matter of so much importance no minute was preserved of the grant, or of the relinquishment of the sisters. The loss of the Toma de Razon of that year does not account for the absence of all trace of either one or the other. No other instance is found in the archives of the department where a tract once granted had been relinquished or abandoned and a new grant made, without written evidence of the relinquishment or abandonment, and it is not believed that any such exists.

The certificate by the governor of the approval by the departmental assembly of a grant to Bolcoff is inconsistent with the alleged grant produced. It states that the grant made on the 8th of April, 1839, in favor of Jose Bolcoff, was approved onthe 22d of May, 1841, yet it is not pretended by the defendants that any grant to Bolcoff was made on that day. The grant produced bears date the 7th of April, 1841. The certificate purports further to quote the language used by the departmental assembly in this approval. There was no session of the assembly in 1841; at least, there is no evidence in the archives of the department that there was a session in that year, and if the year is erroneously given, and the approval of May 22d, 1840, is intended, that relates only to the grant to the three sisters, who are therein designated by name, and no such language as that granted is found on the journals of the assembly.

The document purporting to be a record of juridical possession given to Bolcoff, July 26th, 1842, bears the signature of the prefect of the district and two attesting witnesses. One of the winesses is unable to write, and the body of the entire document is in the handwriting of Bolcoff. The other witness testifies that he added his signature in 1851, when the document was presented to him by Bolcoff, with a request that he should sign it, inasmuch as he had not done so when the possession was given; that at this time the document had not the signature of the prefect or of the other witness, and Bolcoff stated that he was going to them for their signatures.

Both of these witnesses testify emphatically that there never was but one juridical possession of the premises, and, as we have already stated, that this was delivered to the sisters. Yet, Bolcoff testified before the land commission, that the document was signed by all the parties in the year 1842.

The erasures in the decree of concession and in Jimeno's Index are not identical. The erasure in the decree is only of the name of one of the sisters; but the erasure in the Index is of the names of all of them.

From this examination of the documents it is difficult to resist the conclusion that they are all false, and were fabricated by Bolcoff, or some one at his instigation, to defraud the sisters of their property and secure the title to himself. Nor do we find any relief from the conclusion by the support given to his statements from the testimony of his wife, and of Alvarado and Castro. No such irreconcilable inconsistencies as are found between his statements and the documents, and between the different documents themselves, would exist if the statements were true, and the documents were genuine.

By the false and fabricated documents and the suppression or destruction of the grant to the sisters, a confirmation of the claim under the alleged grant to Bolcoff has been obtained, and the legal title secured to his children; when in truth and fact the real title was in the three sisters and should have been adjudged to them. Under these circumstances, upon obvious principles of justice, the patentees and all persons holding under them with notice of the claim of the sisters, should be decreed to surrender up the title. The right of the complainant to a decree of this character rests upon the established doctrine, that whenever property is acquired by fraud; or under such circumstances as to render it inequitable for the holder of the legal title to retain it, a court of chancery will convert him into a trustee of the true owner. (1 Spencer's Equitable Jurisdiction, 4; Hardy *vs.* Harbin, June term, 1865.)

This is not the case of a confirmation and patent upon an independent grant having no relations to the proceedings of the sisters, but upon a grant alleged to have been given by agreement to Bolcoff, as a substitute for the one decreed to the sisters. The case proceeds upon the ground that the confirmees obtained by fraud a confirmation in their name of the rights granted to the sisters, and by reason of the confirmation have secured the possession of the legal title to the premises. It is the possession of this legal title which prevents the complainant from maintaining ejectment for the premises, and drives him into a court of chancery for relief.

In addition to insisting upon the genuineness and athenticity of the alleged grant to Bolcoff, and other documents produced in support of his title, the defendants rely, to defeat this suit, upon several grounds, the principal of which are:

First—That the claim of the complainant is a stale claim and barred by the statute of limitations.

Second—That the complainant has no standing in court, by reason of the non-presentation of the claim of two of the sisters to the board

of land commissioners for confirmation, and the rejection, by the board, of the claim of the other sister; and

Third—That the defendants are bona fide purchasers of some portions of the property for a valuable consideration, without notice of the claim of the sisters; and for other portions have conveyances or releases from them.

1. In this State the statute of limitations, as we have had occasion to observe, differs essentially from the English statute, and from statutes of limitation in most of the other States. Those statutes in terms apply only to particular legal remedies; and courts of equity there are said to be bound by them only in cases of concurrent jurisdiction, and in other cases to act only by analogy to the statutes, and not in obedience to them. But in this State the statute applies as well to equitable as to legal remedies. It is directed to the subject matter, and not the form of the proceeding, or the forum in which it is prosecuted. (Lord *vs.* Morris, 18 Cal., 486; Hardy *vs.* Harbin, U. S. Circuit Court, June term, 1865.)

There would seem, therefore, to be as good reason for requiring parties claiming the bar of the statute to suits in equity in this State, when the objection is not raised by demurrer, to plead such statute, or insist upon it in the answer, as there is for a similar rule when the bar of the statute is invoked in actions at law. In some cases such is the rule now, as in suits to have an account of rents and profits of land. (See Prince *vs.* Heylin, 1 Atk., 495.) And were it necessary we should not hesitate to hold that the rule in this State applies to all cases in equity; but it is not necessary now to go so far. For even where it was not essential by the old rules to plead the statute or to refer to it in terms, yet to claim any benefit of the statute the pleader was required to state facts sufficient to bring the case within its operation, and then to insist that by reason of those facts the remedy of the complainant was barred. This has not been done by the defendants in this case; their claim, made in argument only, that the relief is barred will not answer. (2 Maddocks, ch. 309; Van Hook *vs.* Whitlock, 7, page 381.)

2. The presentation or non-presentation by the sisters of their claim under the grant to the board of land commissioners has nothing to do with the equitable relations between them and third parties. Such relations were never submitted to the board for adjudication. The object of the government in creating that tribunal was to separate the public lands from those which constituted private property, and to discharge its treaty obligations by protecting private claims. As we said, in Hardy *vs.* Harbin, the only question in which the government was concerned was, what interests in land had the former sovereignty parted with, not what had transpired between private parties subsequent to the action of that sovereignty; and so the Supreme Court of the United States "have frequently determined," to quote its own language, "that the government had no interest in the contests between persons claiming ex post facto the grant." (Castro *vs.* Hendricks, 23 How., 442.) And the Supreme Court of California, whilst holding that the legal title was vested in the con-

firmee, has in repeated instances declared that equities between him and third parties remained unaffected. (See Hardy *vs.* Harbin, where this subject is considered at length; also, Estrada *vs.* Murphy, 19 Cal., 272; and the recent decision in Salmon *vs.* Symonds, July term, 1866.)

If, in this case, after the sisters had obtained their grant, Bolcoff had fabricated a deed from them of the property, and presented the claim in his own name, and obtained a confirmation and patent, no question could be made against their right to demand a transfer to them of the legal title. He could not be heard to say that they would have lost the property by non-presentation, and that therefore he should be left alone in his fraudulent acquisition. His mouth would be stopped by his fraud. Nor, indeed, could it be in truth affirmed by any one that the property would have ultimately been lost to the sisters, and that relief might not have been afforded them by appropriate legislation. As observed in the Hardy case, the finder of personal property might with equal propriety justify its detention on the ground that the true owner would never have found it.

Now the case supposed is, in all its essential features, the case at bar, the only difference being the presentation of a fabricated grant from the governor instead of a fabricated deed of the sisters, with a representation that the grant was issued to Bolcoff, by agreement with the sisters, as a substitute for the one decreed to them, and, in fact, issued to them. It would be a reproach to the admistration of justice if a court of equity could afford no remedy to the injured parties.

3. But whilst equity will reach the perpetrator and parties acquiring the property under him without consideration or with notice of the rights of the real owners, it will extend its protection to purchasers in good faith for a valuable consideration without such notice; and there are several of the defendants who occupy this position. Some of the defendants have also conveyances or releases of the interest of two of the sisters. We have looked enough into the large folio volume of two hundred and twenty-seven pages, containing an abstract of the different conveyances by the sisters and parties claiming under them, and by officers of the law, and into the circumstances attending the execution of such conveyances, to satisfy us that only an undivided portion of the tract granted to the sisters can be decreed to the plaintiff under the views expressed in this opinion; and that the remaining portions will rest with the defendants—with some of them as bona fide purchasers, without notice; with others, as grantees of the interest of two of the sisters. An interlocutory decree in favor of the complainant will be entered and reference ordered to a master to report which of the defendants are bona fide purchasers, without notice of the claim of the sisters: and what parcels were so purchased, and also of what parcels the interest of the sisters or any of them has been conveyed to the defendants, with all necessary particulars; and upon the coming in and confirmation of his report, a final decree will be entered directing the defendants to transfer to the

complainant their title to all parcels and undivided interests in parcels, not thus acquired and held.

FIELD, J.
HOFFMAN, J.

Endorsed: Filed 9 October, 1866. Geo. C. Gorham, clerk.

1065 United States Circuit Court for the district of California.

Decree.

CHARLES E. NORTON, plaintiff,
vs.
MOSES A. MEADER, SAMUEL ADAMS, ALBION P. Jordon, Isaac E. Davis, Robert F. Peckham, Adna A. Hecox, Henry Ryan, Harvey Swarthout, Maria O'de Cadiz, Alias Eugenia O'de Cadiz, Thomas Courtis, John Watson, Richard H. Sinton, Richard F. Ryan, Santa Cruz Petroleum Oil Works Company, George Parsons, Manuel T. Borcklebank, W. W. Broughton, Henry Rice, Wm. F. Cooper, Alfred Baldwin, Joquin R. Majors, William Dunlap, Frederick A. Helm, George Pace, George M. Jarvis, Thomas Butler, George Caldwell, David Caldwell, Andrew Craig, William F. Jenkins, R. E. Merrill, E. Bender, Hamilton Swarthout, defendants. } In equity.

This cause came on to be heard at the June term, 1866,
1066 and was argued by counsel; and thereupon, upon consideration thereof, it was adjudged and declared as follows, viz: That on the 13th day of February, 1839, the three sisters, Maria Candida Castro, Maria Jacinta Castro, Maria de los Angelos Castro, petitioned the then Mexican governor of the department of California, Alvarado, for a grant of a tract of land known as "El Refugio," situated in the present county of Santa Cruz, State of California, which is hereinafter more particularly described; that subsequently, after due proceedings, and on the 8th day of April, 1839, said governor made a formal concession of said tract of land to said three sisters, declaring them owners in fee thereof, and directing that the proper grant or title papers, otherwise called the "titulo," issue to said sisters, which "titulo" was accordingly then so issued, and was, on the next day, duly noted in the "Toma de Razon" of the prefect of the district where said land was situated; that thereafter, in 1839
or 1840, juridical possession of said land was delivered to said
1067 sisters by the proper officer of the Mexican government; that on the 22nd day of May, 1840, said grant of said land was approved by the departmental assembly of California; that subsequently the said grant or "titulo," so issued to said sisters, was destroyed or suppressed by said Jose Bolcoff; and the erasure of the

name of said Maria de los Angelos in said concession of the 8th day of April, 1839, and the erasure of the names of all said sisters in Jimeno's Index, and the substitution therefor of the name of Jose Bolcoff, were fraudulently done, or procured to be done, by said Bolcoff.

That the paper purporting to be a grant of said tract of land to Jose Bolcoff by said Alvarado, dated April 7, 1841; also the certificate of said Alvarado, dated July 28th, 1841, stating that the grant made on the 8th day of April, 1839, in favor of Jose Bolcoff, was approved by the departmental assembly on the 22nd day of May, 1841; also the document purporting to be a record of juridical possession given to said Bolcoff July 26, 1842, which are set up
1068 and relied on in the answers herein, are each and all false and fraudulent, and were fabricated by said Jose Bolcoff, or by some one at his instigation, to defraud said sisters of said tract of land, and secure the title to himself; that, in 1852, Francisco and Juan Bolcoff, sons of said Jose Bolcoff, to whom he had conveyed said "El Refugio," without valuable consideration, presented their petition to the United States board of land commissioners for ascertaining and settling private land claims in the State of California, asking for a confirmation to them of said "Rancho el Refugio" under said paper, purporting to be a grant thereof to said Jose Bolcoff; that in support of said petition they and said Jose Bolcoff presented to said board said before-named, false, fraudulent, and fabricated papers, and by means thereof, and by the false testimony of said Jose Bolcoff, said board of land commissioners, taking said papers to be genuine, were induced to confirm said "El Refugio" to said Francisco and Juan Bolcoff, in January, 1855; and on the fourth day of February, A. D. 1860, the United States issued to said confirmees, Francisco and Juan Bolcoff, a patent for said land, based on
1069 said petition, papers, and confirmation, to which patent reference is hereby made for a description of the land in this decree designated as "El Refugio."

It is therefore ordered, adjudged, and decreed that the defendants, Wm. F. Cooper, Harvey Swarthout, Hamilton Swarthout, Alfred Baldwin, William Dunlap, Frederick H. Hilm, George M. Jarvis, Thomas Butler, Andrew Craig, William F. Jenkins, and John Wilson, who have disclaimed to have any right in the premises, be forever barred from claiming or setting up any right, title, or estate in said "Rancho el Refugio," as against complainant; that the rest of the foregoing-named defendants are trustees of the legal title held by each of them, respectively, under said patent from the United States, for portions of said tract of land, "El Refugio," for the complainant herein, except as to such defendants as shall, on reference to a master, be hereafter adjudged to be bona fide purchasers of some portions of said land for a valuable consideration, without notice of the rights of said three sisters, or their successors in interest; and except also as to such of the defendants as shall on such reference be adjudged to be grantees of any portion of the interests
1070 of either of said sisters.

It is further ordered that it be referred to Henry C. Hyde, who is hereby appointed master, to take the proofs, enquire and report to the court which, if any, of the defendants are bona fide purchasers for value, without notice of the claim or rights to said land of said three sisters, and what parcels thereof were so purchased; and also of what, if any, parcels the interests of said sisters, or any of them, have been conveyed to the defendants, or any of them, with all necessary particulars.

And upon the coming in and confirmation of his report, a final decree will be entered, directing the defendants, and each of them, to transfer to complainant their title to all parcels of said tract of land not so held as bona fide purchasers, or by conveyances from said sisters, or any of them, and to deliver possession thereof to complainant.

The consideration of the costs of this suit is reserved until after said master's report.

Oct'r 18, 1866.

FIELD, *J.*
HOFFMAN, *J.*

Filed Oct'r 18, 1866.

GEO. C. GORHAM, *Clerk.*

1071 United States Circuit Court, district of California.

Order amending bill.

CHARLES E. NORTON, plaintiff,
vs.
MOSES A. MEADER *et als.*
} In equity.

The proofs in this cause showing that a formal grant or "titulo" of the land in controversy, "El Refugio," was issued to the three sisters, Maria Candida, Maria Jacinta, and Maria de los Angeles Castro, on the 8th day of April, 1839, in conformity with the decree of concession made to them on that day, and the bill not averring this fact with exactness, though it does ~~not~~ aver in substance, and the defendants at the hearing having gone into the whole question of whether any such grant or "titulo" was or was not issued to said sisters, now it is ordered, plaintiff's counsel consenting, that
1072 the bill be considered as amended by averring the formal issue of a "titulo" to said sisters as above-mentioned, and that it subsequently came into the possession of Jose Bolcoff, and was by him suppressed or destroyed.

Oct. 18, 1866.

FIELD, J.
HOFFMAN, J.

Endorsed: Filed Oct. 18th, 1866. Geo. C. Gorham, clerk.

1073 United States Circuit Court, northern district of California.

Motion.

CHARLES A. NORTON, complainant,
vs.
MOSES A. MEADER *et al.*, defendants. } In equity.

The defendants, Moses A. Meader, Samuel Adams, Albion T. Jordan, Isaac E. Lewis, Robert F. Peckham, Adna A. Hicox, Harley Swarthout, and George Pace, move the court for an order directing that a certain order made in this court on the 18th day of October, A. D. 1866, ordering that the complainant's bill be considered as amended, by averring the formal issues of a titulo to the sisters Maria Candida, Maria Jacinta, and Maria de los Angeles Castro, of the land in controversy in this action, and that said titulo subsequently came into the possession of Jose Bolcoff, and was by him suppressed or destroyed, be set aside and held for naught; and

1074 in case that this cannot be done, then that the same be set aside and held for naught against these defendants; and in case that this cannot be done, then that the same be modified in such manner as to make it inoperative as against these defendants; and in case that this cannot be done, then that the interlocutary decree made and entered in this cause on the 18th day of October, A. D. 1866, be set aside and vacated, and that this cause stand over, with leave to said defendants to answer complainants bill as amended, and for such other or further relief in the premises as shall be found equitable and proper, and for the costs of this motion; and this motion is made upon the following grounds:

1st. Because said order was irregular and contrary to the practice of the court as a Court of Chancery.

2nd. Because it was too late for the court to make or grant such order after the proofs had been taken, and the cause argued and submitted for decision.

3rd. Because said order was made without notice to said defendants, or either of them, or to their solicitors, and they have

1075 had no opportunity to show cause against or contest the same.

4th. Because said order is contrary to a stipulation in the cause between the complainants and the said defendants; and

5th. Because said defendants have had no opportunity to answer the bill as amended by said order, and because said order was made at a time when an answer would be of no avail to said defendants, and because this interlocutory decree made and entered in this cause on the 18th of October, A. D. 1866, precludes an answer to the bill as amended.

6th. Because said order was otherwise irregular, illegal, and improvidently granted.

R. F. PECKHAM,
Solicitor for said Defendants.

On reading the foregoing, it is hereby ordered that the same be forthwith entered in the order book by the clerk, and that Thursday,

the 18th day of November, A. D. 1866, at 11 o'clock, a. m., be fixed for hearing the same, and that notice thereof be
1076 served on the solicitors for complainants.

OGDEN HOFFMAN, *Dist. Judge.*

San Francisco, Oct. 29, A. D. 1866.

Endorsed: Filed and entered Oct'r 29, 1866. Geo. C. Gorham, clerk.

1077 U. S. Circuit Court, district of California.

Notice of motion.

CHARLES E. NORTON, complainant,
vs.
MOSES A. MEADER *et als.*, defendants. } In equity.

To HARMAN & WHITNEY, solicitors for the complainants:

You will take notice that the defendants, Moses A. Meader, Samuel Adams, Albion P. Jordan, Isaac E. Davis, Robert T. Peckham, Adna A. Hecox, Harley Swarthout, and George Pace, have filed with the clerks, and caused to be entered in the order book, their motion for an order directing that a certain order made in this cause on the 18th day of October, A. D. 1866, ordering that the complainant's bill be considered as amended by averring the formal issue of a titulo to the sisters Maria Candida, Maria Jacinta, and Maria de los Angeles Castro, of the land in controversy in
1078 this action, and that said titulo subsequently came into the possession of Jose Bolcoff, and was by him suppressed or destroyed, be set aside and held for naught; and in case that this cannot be done, then that the same be set aside and held for naught as against the said defendants; and in case that this cannot be done, then that the same be modified in such manner as to make it inoperative as against them, the said defendants; and in case that this cannot be done, then that the interlocutary decree made and entered in this cause on the 18th day of October, A. D. 1866, be set aside and vacated; and that the cause stand over with leave to said defendants to answer complainant's bill as amended, and for such other and further relief in the premises as shall be found equitable and proper, and for the costs of said motion.

And that said motion is made upon the following grounds:

1st. Because said order was irregular and contrary to the practice of the court as a Court of Chancery.

2nd. Because it was too late for the court to make or grant
1079 such order after the proofs had been taken, and the cause argued and submitted for decision.

3rd. Because said order was made without notice to said defendants, or either of them, or to their solicitors, and they have had no opportunity to show cause against or contest the same.

4th. Because said order is contrary to a stipulation in the cause between the complainants and the said defendants; and

5th. Because said defendants have had no opportunity to answer the bill, as amended by said order, and because said order was made at a time when an answer would be of no avail to said defendants; and because the interlocutory decree, made and entered in this cause on the 18th October, A. D. 1866, precludes an answer to the bill as amended.

6th. Because said order was otherwise irregular, illegal, and improvidently granted.

And you are further notified that said defendants will read, upon the hearing of said motion, an affidavit, a copy of which ac-
1080 companies this notice; also a stipulation entered into in this cause, between complainants and said defendants, and other defendants, and filed on the 29th day of March, A. D. 1866; and will also refer to the pleadings, minutes, rules, orders, and records of this court in the cause, in support of the facts stated in said affidavit.

And you are further notified that an order has been made by one of the judges of the court, setting said motion for hearing on Thursday, the 18th day of November, A. D. 1866, at 11 o'clock, a. m., and that the same will be brought to a hearing at that time, or as soon thereafter as counsel can be heard.

San Francisco, Oct'r 29, A. D. 1866.

R. F. PECKHAM,
Solicitor for said Defendants.

Endorsed: Service of copy acknowled this 29th October, 1866. J. R. Harman, solicitor for plaintiff, and ent'd. Filed October 29, 1866. G. C. Gorham, clerk. By S. Neall, D. C.

1081 U. S. Circuit Court, northern district of California.

Affidavit R. F. Peckham.

CHARLES E. NORTON, complainant,
vs.
MOSES A. MEADER and others, defendants.

STATE OF CALIFORNIA, *County of Santa Clara, ss:*

R. F. Peckham being and duly sworn, deposes and says: That he is one of the defendants in the above-entitled cause, and solicitor for the defendants, Moses A. Meader, Albion P. Jordan, Isaac E. Davis, Samuel Adams, Adna A. Hecox, George Pacé, Harley Swartout, and Maria O. de Cadiz, and as such has had the principal management of this action for all the defendants, and the exclusive management of the same for himself and the defendants above-named, for whom he is the sole solicitor.

And deponent further says that this case was brought to a
1082 hearing before said court, on the 10th day of July, A. D. 1866,

and that between that time and the afternoon of July 14th, A. D. 1866, all the testimony in the cause on the part of both the complainant and the defendants was taken, and the proofs closed, and the cause was continued for argument; that on the 10th and 11th days of August, 1866, said cause was argued and submitted to the court for decision; that on the argument complainant's solicitor contended that the proofs showed that a final grant or "titulo" was, on the 8th day of April, 1839, issued by Governor Alvarado to Maria Candida Castro, Maria Jacinta Castro, and Maria de los Angeles Castro, for the Rancho el Refugio, the premises in controversy, and deponent, on the part of the defendants, contended that the proof did not show any such grant, and that if it did, no such grant
1083 was alleged in complainant's bill.

Deponent further says that it was contended on the argument, by complainant's solicitors, that the proof warranted the inference that said grant came to the possession of Jose Bolcoff, and was suppressed or destroyed by him, and deponent contended on the part of said defendants, that no such possession, suppression, or destruction was deducible from the proofs, and that no such possession, suppression or destruction was charged in the bill of complaint.

Deponent further says that, at no time after the 29th day of March, 1866, or during the trial, or before the final submission of the cause, was any motion made to amend the bill in any particular, nor was any notice or intimation given by complainant or his solicitors, that they desired to do so.

Deponent further says that, on the 9th day of October, A.
1084 D. 1866, the judges of the court delivered and filed their opinion in said cause, in which they directed an interlocutory decree to be entered in favor of the complainant, declaring the abovenamed and other defendants trustees of the legal title in said Rancho Refugio for the complainant, except as to such of said defendants as should, on reference to a master, be adjudged to be bona fide purchasers of some portions of said land, for a valuable consideration, without notice of the rights of the said three sisters Castro, or their successors in interest, and except also, as to such of the defendants as should, on such reference, be adjudged to be the grantees of any portion of the interests of either of said Castros, and ordering such a reference.

Deponent further says that, by the 15th day of October, A. D.
1866, complainant's solicitors had prepared a draft of a decree
1085 which they supposed to be in accordance with the opinion of the court, and that they submitted the same to Judge Field, one of the judges of the court, at his chambers, on the 15th day of October, A. D. 1866, for his examination; that this deponent was present at such presentation and examination, and on such examination then and there had several alterations were directed to be made in said draft by said judge, making it necessary that the same should be re-written; that it was then understood between this deponent and solicitors for complainant that the matter of the decree was left in their, the said solicitors', hands; that they would draw it up as directed

by said judge, and present it to the court the next morning, Oct. 16th, and on the same day this deponent left for his home in the county of Santa Clara.

Deponent further says that he has since learned, from an
1086 examination of the records of the court, that said interlocutory decree was not entered until October the 18th, A. D. 1866.

And deponent further says that, from such examination, he has been surprised to find an order of the court, or the judges thereof, dated the same 18th day of October, A. D. 1866, and purporting to be signed by both of said judges, and which is in words and figures as follows:

U. S. Circuit Court, district of California.

CHARLES E. NORTON, plaintiff,
vs.
MOSES A. MEADER *et als.* } In equity.

The proofs in this cause showing that a formal grant or "titulo" of the land in controversy, "El Refugio," was issued to the three sis-
ters, Maria Candida, Maria Jacinta, and Maria de los Angeles
1087 Castro, on the 8th day of April, 1839, in conformity with the decree of concession made to them on that day, and the bill not averring this fact with exactness, though it does so in substance, and the defendants at the hearing having gone into the whole question of whether any such grant or "titulo" was or was not issued to said sisters, now it is ordered, plaintiff's counsel consenting, that the bill be considered as amended, by averring the formal issue of a titulo to said sisters, as above mentioned, and that it subsequently came into the possession of Jose Bolcoff, and was by him suppressed or destroyed.

Oct. 18th, 1866.

FIELD, *J.*
HOFFMAN, *J.*

Deponent further says that such order was signed and entered without the presence, knowledge, or consent of this deponent, or of
any of the defendants represented by him, and without any
1088 notice to him or to said defendants of any time or place when such order would be made or applied for, and without any notice to him or said defendants that any such order would be applied for or was desired by complainant, and, as deponent is informed and believes, without any notice to any of the other defendants, and without any knowledge thereof or consent thereto by them.

Deponent further says that one of complainant's solicitors did say in his presence, on the 15th day of October, A. D. 1866, that he did desire to amend his bill of complaint so as to aver that a formal grant or titulo was issued to said three sisters, but no time or place was indicatad when he would apply to the court for leave to make such

an amendment; and nothing was ever said to deponent, or in his presence, indicating that complainant's solicitors were desirous
1089 of having leave, or would ever apply for leave, to so amend their bill as to aver that such grant or titulo was suppressed or destroyed by Jose Bolcoff, or for an order that their bill of complaint should be considered as so amended.

And deponent further says that neither he nor the defendants represented by him have ever had an opportunity to show cause against the making of said order.

Deponent further says that the allegation that such grant was suppressed or destroyed by Jose Bolcoff is material to support any equity in favor of complainant; that the same is, as deponent verily believes, untrue, but is not met by any part of the answers filed in the cause.

Deponent further says that if complainant's bill is amended, or is to be considered as amended, by the insertion of such allegation, the ends of substantial justice require that he should be allowed
1090 to amend the answer of the defendants represented by him; that the defense of the said defendants to such amended bill is materially different, in many respects, from what deponent deemed is necessary or proper to make to the original bill of complaint.

Deponent further says that it is the right of the defendants, as he verily believes, whenever the complainant's bill is amended, to answer the bill as so amended; but by reason of the aforesaid order having been made after the cause had been tried and submitted, and decided by the court, and after the form of the interlocutory decree had been settled by the judge, and on the same day that said interlocutory decree was entered, and without notice to the defendants or their solicitors, defendants have been deprived of their right to answer the bill as so amended, by which their rights to the
1091 property in controversy in this suit have been greatly jeopardized.

Deponent further says that heretofore, to wit, on the 19th day of March, A. D. 1866, a stipulation was drawn up in writing, signed by their respective solicitors, and filed with the clerk of said court, between the complainant and the defendants, Moses A. Meader, Samuel Adams, Albion P. Jordan, Isaac E. Davis, Robert F. Peckham, Adna A. Hecox, Harley Swartout, George Pace, and other defendants, in which it was, among other things, stipulated and agreed between them that no amendments thereafter made to complainant's bill should effect the said defendants.

Deponents further says that said order of the 18th day of October, A. D. 1866, that complainant's bill should be considered as amended in general, and applies alike to all the defendants.

Wherefore, this deponent, on behalf of himself and the de-
1092 fendants, Moses A. Meader, Samuel Adams, Albion P. Jordan, Isaac E. Davis, Adna A. Hecox, Harley Swartwout, and George Pace, prays that said order of the 18th day of October, A. D. 1866, directing that the bill be considered as amended be set aside and held for nought; or, in case this cannot be done, then that the same shall be modified in such manner as to make it inoperative

as against the defendants, Moses A. Meader, Samuel Adams, Albion P. Jordon, Robert F. Peckham, Harley Swartout, Adna A. Hecox, and George Pace, or in case this cannot be done, then that said interlocutory decree be set aside and vacated, and the cause stand over, with leave to said defendants to answer complainant's bill as amended, and for such other and further relief in the premises as shall be found equitable and proper.

R. F. PECKHAM.

Subscribed and sworn to before me this 27th day of October, A. D. 1866.

[SEAL.] J. H. LOGAN,
Notary Public.

Endorsed: Filed Oct. 29, 1866. Geo. C. Gorham, clerk, by S. Neall, D. C.

1093 At a stated term of the Circuit Court of the United States for the district of California, held in the city of San Francisco, on Monday, the 26th day of November, A. D. 1866.

Present, Hon. Ogden Hoffman, district judge.

CHARLES E. NORTON
vs.
JOSE BOLCOFF *et al.*

And now at this day the motion of defendants that the order of 18th of October, 1866, allowing the amendment to the bill of complaint coming on to be heard, was argued by the counsel of the respective parties and submitted to the court for decision. Whereupon, the court orders that the said motion be denied.

1094

1095 United States Circuit Court, district of California.

Bill of exceptions.

CHARLES E. NORTON, complainant,
vs.
MOSES A. MEADER and others, defendants. } In equity.

"Be it remembered that on the 18th day of October, A. D. 1866, an order was made and entered in this cause as follows, to wit:

"The proofs in this cause, showing that a formal grant or 'titulo' of the land in controversy, 'El Refugio,' was issued to the three sisters, Maria Candida, Maria Jacinta, and Maria de los Angeles Castro, on the 8th day of April, 1839, in conformity with the decree of concession made to them on that day, and the bill not averring this fact with exactness, though it does so aver in sub-

1096 stance, and the defendants at the hearing having gone into

the whole question of whether any such question or 'titulo' was or was not issued to said sisters, now it is ordered, plaintiff's counsel consenting, that the bill be considered as amended by averring the formal issue of a 'titulo' to said sisters as above mentioned, and that it subsequently came into the possession of Jose Bolcoff, and was by him suppressed or destroyed.

"FIELD, *J.*
"HOFFMAN, *J.*"

Oct. 18, 1866.

That afterwards, to wit, on the 29th day of October, A. D. 1866, the defendants, Moses A. Meader, Samuel Adams, Albion P. Jordan, Isaac E. Davis, Robert F. Peckham, Adna A. Hecox, Harley Swartout, and George Pace filed and entered their motion in said court, praying for an order that the aforesaid order of the 18th day of October, A. D. 1866, be set aside and held for naught; and in case that this could not be done, then that the same be set aside and
1097 held for nought as against them, the said defendants; and in case this could not be done, then that said order should be modified in such manner as to make it inoperative as against them, the said defendants; and in case this could not be done, then that the interlocutary decree made and entered in said cause on the 18th day of October, A. D. 1866, should be set aside and vacated and the cause stand over, with leave to said defendants to answer complainant's bill as amended, and for general relief on the following grounds:

1st. Because said order was irregular and contrary to the practice of the court as a Court of Chancery.

2d. Because it was too late for the court to make or grant such order, after the proofs had been taken, and the cause argued and submitted for decision.

3d. Because said order was made without notice to said de-
1098 fendants or either of them, or to their solicitor, and they have had no opportunity to show cause against or contest the same.

4th. Because said order is contrary to a stipulation in the cause between the complainant and the said defendants.

5. Because said defendants have had no opportunity to answer the bill as amended by said order, and because said order was made at a time when an answer would be of no avail to said defendants, and because the interlocutory decree, made and entered in this cause on the 18th day of October, A. D. 1866, precludes an answer to the bill as amended.

6th. Because said order was otherwise irregular, illegal, and improvidently granted.

And that afterwards, to wit, on the 26th day of November, A. D. 1866, said motion coming on regularly to be heared before the court, counsel for the complainant, and for the said defendants, being
1099 present, the said defendant's read, in support of their said motion, an affidavit, in words as follows, to wit:

U. S. Circuit Court, district of California.

CHARLES E. NORTON, complainant,
vs.
MOSES A. MEADER and others, defendants.

STATE OF CALIFORNIA, *County of Santa Clara, ss*:

R. F. Peckham, being duly sworn, deposes and says: That he is one of the defendants in the above-entitled cause, and solicitor for the defendants, Moses A. Meader, Albion P. Jordan, Isaac E. Davis, Samuel Adams, Adna A. Hecox, George Pace, Harley Swartout, and Maria O. de Cadiz, and as such has had the principal management of this action for all the defendants, and the exclusive management of the same for himself and the defendants above named, for whom he is the sole solicitor.

Deponent further says that this case was brought to a
1100 hearing before said court on the 10th day of July, A. D. 1866, and between that time and the afternoon of July 14th, A. D. 1866, all the testimony in the cause on the part of both the complainant and the deponents was taken and the proofs closed, and the cause was continued for argument; that on the 10th and 11th days of August, A. D. 1866, said cause was argued and submitted to the court for decision; that on the argument complainant's solicitors contended that the proof showed that a final grant or "titulo" was on the 8th day of April, 1839, issued by Governor Alvarado to Maria Candida Castro, Maria Jacinta Castro, and Maria de los Angeles Castro, for the Rancho el Refugio, the premises in controversy; and deponent, on the part of the defendants, contended that the proof did not show any such grant, and that if it did, no such grant was alleged in complainant's bill.

Deponent further says that it was contended, on the argument by complainant's solicitors, that the proof warranted the inference
1101 that said grant came to the possession of Jose Bolcoff, and was suppressed or destroyed by him; and deponent contended on the part of said defendants that no such possession, suppression, or destruction was deducible from the proofs, and that no such possession, suppression, or destruction was charged in the bill of complaint.

Deponent further says that at no time after the 29th day of March, A. D. 1866, or during the trial, or before the final submission of the cause, was any motion made to amend the bill in any particular, nor was any notice or intimation given by complainant or his solicitors that they desired so to do.

Deponent further says that on the 9th day of October, A. D. 1866, the judges of the court delivered and filed their opinion in said cause, in which they directed an interlocutory decree to be entered in favor of the complainant, declaring the above-named and other defendants trustees of the legal title in said Rancho Refugio for the com-
1102 plainant, except as to such of said defendants as should, on reference to a master, be adjudged to be bona fide purchasers

of some portions of said land for a valuable consideration without notice of the rights of the said three sisters Castro or their successors in interest, and except also as to such of the defendants as should, on such reference, be adjudged to be the grantees of any portion of the interests of either of said Castros, and or during such a reference.

Deponent further says that by the 15th day of October, A. D. 1866, complainant's solicitors had prepared a draft of a decree, which they supposed to be in accordance with the opinion of the court, and that they submitted the same to Judge Field, one of the judges of the court, at his chambers, on the 15 day of October, A.D.1866, for his examination; that this deponent was present at such presentation and examination, and on such then and there had, several alterations were directed to be made in said draft by said judge,
1103 making it necessary that the same should be re-written; that it was then understood between this deponent and solicitors for complainant that the matter of the decree was left in their —the said solicitors' hands; that they would draw it up as directed by said judge, and present it to the court the next morning, Oct. 16th, and on the same day this deponent left for his home in the county of Santa Clara.

Deponent further says that he has since learned from an examination of the records of the court that said interlocutory decree was not entered until October the 18th, A. D. 1866.

And deponent further says that, from such examination, he has been surprised to find an order of the court, or the judges thereof, dated the same 13th day of October, A. D. 1866, and purporting to be signed by both of said judges, and which is in words and figures, as follows:

(Here follows, in the affidavit, a copy of the order of Oct. 18, 1866. and which is hereinbefore set out.)

Deponent further says that such order was signed and en-
1104 tered without the presence, knowledge or consent of this defendant, or any of the defendants represented by him, and without any notice to him or to said defendants of any time or place when such order would be made or applied for, and without any notice to him or said defendants; that any such order would be applied for or was desired by complainant, and as deponent is informed and believes without any notice to any of the other defendants, and without any knowledge thereof or consent thereto by them.

Deponent further says that one of complainant's solictors did say, in his presence on the 15th day of October, A. D. 1866, that he did desire to amend his bill of complaint so as to aver that a formal grant or titulo was issued to said three sisters, but no time or place was indicated when he would apply to the court for leave to make such an amendment, and nothing was ever said to deponent, or in
1105 his presence indicating that complainants' solicitors were desirous of having leave, or would ever apply for leave to so amend their bill as to aver that such grant or titulo was suppressed or destroyed by Jose Bolcoff, or for an order that their bill of complaint should be considered as so amended.

And deponent further says that neither he nor the defendants represented by him have ever had an opportunity to show cause against the making of said order.

Deponent further says that the allegation that such grant was suppressed or destroyed by Jose Bolcoff is material to support any equity in favor of complainant; that the same is, as respondent verily believes, untrue, but is not met by any part of the answers filed in this cause.

Deponent further says that if complainant's bill is amended, or is to be considered as amended by the insertion of such allegations, the ends of substantial justice require that he should be allowed to amend the answer of the defendants represented by him;
1105 that the defense of the said defendants to such amended bill is materially different in many respects from what deponent deemed is necessary or proper to make to the original bill of complainant.

Deponent further says that it is the right of the defendants, as he verily believes, whenever the complainant's bill is amended to answer the bill as so amended, but by reason of the aforesaid order having been made after the cause had been tried, and submitted, and decided by the court, and after the form of the interlocutory decree had been settled by the judge, and on the same day that said interlocutory decree was entered, and without notice to the defendants or their solicitors, defendants have been deprived of their right to answer the bill as so amended, by which their rights to the property in controversy in this suit have been greatly jeopardized.

Deponent further says that heretofore, to wit, on the 29th
1107 day of March, A. D. 1866, a stipulation was drawn up in writing signed by their respective solicitors, and filed with the clerk of said court between the complainant and the defendants, Moses A. Meader, Samuel Adams, Albion P. Jordon, Isaac E. Davis, Robert F. Peckham, Adna A. Hecox, Harley Swartout, George Pace, and other defendants, in which it was among other things stipulated and agreed between them that no amendments thereafter made to complainant's bill should affect the said defendants.

Deponent further says that the said order of the 18th day of October, A. D. 1866, that complainant's bill should be considered as amended, is genuine, and applies alike to all the defendants.

Wherefore this defendant, on behalf of himself and the deponents, Moses A. Meader, Samuel Adams, Albion P. Jordan, Isaac E. Davis, Adna A. Hecox, Harley Swartout, and George Pace, prays that said order of the 18th day of October, A. D. 1866, directing that
1108 the bill be considered as amended, be set aside and held for nought, or in case that cannot be done, then that the same shall be modified in such manner as to make it inoperative as against the defendants Moses A. Meader, Samuel Adams, Albion P. Jordan, Robert F. Peckham, Harley Swartout, Adna A. Hecox, and George Pace, or in case this cannot be done, then that said interlocutory degree be set aside and vacated, and the cause stand over with leave to said defendants to answer complainant's bill as amended, and for

such other and further relief in the premises as shall be found equitable and proper.

R. F. PECKHAM.

Subscribed and sworn to before me, this 27th day of October, A. D. 1866.

[SEAL.] J. H. LOGAN,
Notary Public.

Said defendants also read in support of their said motion, a stipulation between the complainant and the defendants therein
1109 named, signed by their solicitors, and filed in this cause on the 29th day of March, A. D. 1866. The portions of which material to be considered are as follows:

It is hereby stipulated and agreed by and between the complainant and the defendants, Moses A. Meader, Samuel Adams, Albion P. Jordan, Isaac E. Davis, Robert F. Peckham. Adna A. Hecox, Harly Swartout, Henry Ryan, George Pace, and the heirs of Eli Moore, deceased, consisting of Alexander Moore, Thomas W. Moore, William H. Moore, Emeline Besse, wife of J. N. Besse, J. N. Besse, Elizabeth Moore, widow of Eli Moore, deceased, Elizabeth Moore, daughter of Eli Moore, deceased, Ianthe Vestal, and Raphael Vestal, by their respective solicitors, as follows:

1st. The defendant, Jose Bolcoff, having died since the filing of the answer in this case by him and the defendants above-named, it is hereby agreed that the case be dismissed as to him, and that
1110 a rule be so entered by the clerk of the court.

2d. That the cause be dismissed as to all the above-named heirs of Eli Moore, deceased, viz, Alexander Moore, Thomas W. Moore, William H. Moore, Emeline Besse, wife of J. N. Besse, J. N. Besse, Elizabeth Moore, widow, and Elizabeth Moore, daughter of Eli Moore, deceased, Jacinthe Vestal, and Raphael Vestal, and that a rule be so entered by the clerk of this court.

3d. That the other defendants above-named, have leave to file an amendment to their answer, which was filed in this court on the 4th day of December, A. D. 1865, by striking out of the 22d, 23d, and 24th lines of the 22d page the words "Maria Candida Castro, Maria Jacinta Castro," and by striking out the same words from the 11th and 12th line of page 25, and that said amendments may be made by striking or erasing said words from the original answer on file in the court.

4th. That all motions now pending between said parties be dismissed.

1111 5th. That plaintiff may file a general replication to said answer on or before the next rule day; and from such filing the cause shall be deemed at issue as between the parties to this stipulation upon the bill, the aforesaid answer so amended and the replication; no amendment which may be made to the bill hereafter shall affect these defendants, but subject to this proviso, complainant may amend said bill if he deems it necessary to meet the cases of other defendants.

6th. On the issue so joined, as between the parties to this stipulation, the complainant may introduce evidence of any fact in avoidance of any new matters stated in the answer in the same manner that he would be entitled to do if such fact was stated and avoided in the bill, or in a special replication; and such evidence may be controverted or avoided by the defendants in the same manner
1112 as if the facts sought to be proven in controversion or avoidance were stated in the answer.

7th. That duly certified copies of all depositions on file in the office of the clerk of the District Court of the third judicial district in and for the county of Santa Cruz, taken and filed on behalf of either party, in the case of Ferdinand Vassault *vs.* Moses A. Meader, which was pending in that court in the year 1859, may be read in evidence on the hearing of the cause in the same manner, and subject to the same objections and no others, as if the same had been regularly taken in this cause.

And said motion being argued by counsel for complainant and for said defendants, upon said order, motion, affidavit, stipulation, the bill of complaint, answer of the said defendants, and the evidence in the cause, and said interlocutory decree of the 18th day of October, A. D. 1866, was submitted, and the court being sufficiently advised thereupon, overruled said motion and refused to grant the said defendants any of the relief therein prayed for, and to
1113 which ruling of the court the said defendants then and there excepted.

And inasmuch as said matters and things do not otherwise appear of record in this cause, the said defendants prayed that this bill of exceptions be signed, sealed, and made a part of the record in this cause, which is now done.

Dated Nov. 26th, 1866.

OGDEN HOFFMAN, *Dist. Judge.*

Endorsed: Filed Dec. 4th, 1866. Geo. C. Gorham, clerk. By Dan'l T. Sullivan, deputy.

1114
1115 In the United States Circuit Court, district of California.

Petition for rehearing.

CHARLES E. NORTON, complainant,
vs.
MOSES A. MEADER and others, defendants. } In equity.

To the Judges of the Circuit Court of the United States for the district of California:

Your petitioners, the defendants, Moses A. Meader, Samuel Adams Albion P. Jordan, Isaac E. Davis, Robert F. Peckham, Adna A. Wilcox, Harley Swartout, George Pace, Maria O. de Cadiz and Santa Cruz Petro-

leum Oil Works Company, and each of them, show to the court, that they and each of them are greatly aggrieved by the interlocutory decree made and entered in this cause, on the 18th day of October, A. D. 1866, and particularly by so much thereof as adjudges and declares that "a proper grant or title-paper, otherwise called the 'titulo' was issued to the three sisters, Maria Candida, Maria Jacinta,
and Maria de los Angeles Castro for the Rancho el
1116 Refugio." And so much of the said decree as adjudges, and declares that "in 1839 or 1840 judicial possession of said land (El Rancho Refugio) was delivered to said sisters;" and so much of the said decree as adjudges and declares that "said grant or titulo was destroyed or suppressed by Jose Bolcoff;" and so much of said decree as adjudges and declares that the "erasure of the name of said Maria de los Angeles in said concession of the 8th day of April 1839, and the erasure of the names of all of said sisters, in Jimeno's Index, and the substitution therefor of the name of Jose Bolcoff, were fraudulently done or procured to be done by said Jose Bolcoff."

And so much of said decree as adjudges and declares "that the paper purporting to be a grant of said tract of land to Jose Bolcoff by Governor Alvarado, dated April, 7th, 1841; also the certificate of said Alvarado, dated July 28, 1841, stating that the grant made on the 8th day of April, 1839, in favor of Jose Bolcoff, was approved by the departmental assembly, on the 22d day of May 1841; also the document purporting to be a record of juridical possession, given to said
Bolcoff July 26th, 1842, which are set up and relied on in the
1117 answers herein, are each all false and fraudulent, and were fabricated by said Jose Bolcoff, or by some one at instigation, to defraud said sisters of said tract of land and secure the title to himself."

And so much of said decree as adjudges, and declares "that Francisco and Juan Bolcoff presented their petition to the United States Board of Land Commissioners for ascertaining and settling private land claims, in the State of California, asking for a confirmation to them of said Rancho el Refugio, and that in support of said petition, they and said Jose Bolcoff presented to said board false, fraudulent, and fabricated papers, and by means thereof, and by the false testimony of said Jose Bolcoff, said Board of Land Commissioners were induced to confirm said El Refugio to said Francisco and Juan Bolcoff;" and so much of said decree as orders, adjudges, and decrees "that your petitioners are trustees of the legal title held by each of them respectively," under the patent from the United States to Francisco and Juan Bolcoff for portions of said tract of land El Refugio for the complainant," except as to such of them, "as shall, on reference to a master, be hereafter adjudged to be bona fide purchasers of some portions of said land for a valuable consideration, without notice
1118 of the rights of said three sisters, or their successors in interest, and except also as to each of them, as shall on such reference be adjudged to be grantees of any portion of the interests of either of said sisters;" and so much of said decree as orders "that it be referred" to

take the proofs, inquire and report to the court, which, if any, of the defendants were bona fide purchasers for value, without notice of the claim or right to said land of said three sisters, and what parcels thereof were so purchased; and also of what, if any, parcels the interests of said sisters, or any of them, have been conveyed to the defendants or any of them, because such portions of said decree are not sustained by the allegations in the bill of complaint, and the proofs given in the cause; and because, under a stipulation made and entered into in this cause between the complainant and your petitioners, no amendment has been made, or can be made, to the bill to effect these petitioners; and because said portions of said decree are not sustained by the proofs in the cause; wherefore your petitioners and each of them pray that this cause may be re-heard as to them, and that so much and all such parts of said decree as is above specified and pointed out, may be reversed, vacated, and set aside, and that a decree may be entered, that
1119 the complainants bill be dismissed, as to your petitioners and each and every of them, and that your petitioners, and each of them, may have such further and other relief as may be agreeable to law, equity, and good conscience.

R. F. PECKHAM,
Solicitor for this said petitioners.

We conceive this cause proper to be re-heard touching this matters mentioned in this petition if the judges of the courts shall think fit.

R. F. PECKHAM.
W. T. WALLACE.

Filed Nov. 26th, 1866.

GEO. C. GORHAM, *Cl'k.*
By DAN'L T. SULLIVAN, *Deputy.*

1120
1121 U. S. Circuit Court.

CHARLES E. NORTON
vs.
MOSES A. MEADER *et al.*

The petition for a rehearing in this case is denied.
October 7, 1867.

FIELD, *J.*

1122
1123 U. S. Circuit Court, northern district of California.

CHARLES E. NORTON
vs.
MOSES A. MEADER *et al.*

SAN FRANCISCO, *Nov.* 26, 1866.

Before master in equity.
Present: J. B. Harman, esq., for pl'ff; R. F. Peckham, esq., for all def'ts, except Courtis and Regan.

Stipulated that testimony already in the case be considered presented in evidence before master.

Adjourned to a day to be agreed upon by the parties of which they are to be notified.

HENRY C. HYDE, *Master, &c.*

1124 U. S. Circuit Court, northern district court.

CHARLES E. NORTON, compl't,
vs.
MOSES A. MEADER *et als.*, def'ts. } In equity.

Proceedings before master at San Francisco, April 2, 1867. Continued from Nov. 26, 1866.

Present: J. B. Harman, for complainant; R. F. Peckham, Wm. Mathews, for most of def'ts; F. A. Fabens, and J. M. Sewell, for def't. Thos. Curtis.

The notes of testimony in the case taken by Andrew J. Marsh, appl. reporter, marked "filed Aug. 10, '66. Geo. C. Gorham, clerk," are put in evidence before the master by consent of all the parties.

1025 Mr. Peckham offers in evidence on behalf of Maria E. O. de Cadiz—

Deed.—August L. Plongeon to David Anderson, for part of Rancho el Refugio, dated Jan'y 11th, 1859. Recorded in Santa Cruz, vol 4, p. 269, marked "Exhibit A. Before master."

Objected to by Messrs. Sewell and Forbes, on part of def't, Curtis, on ground first, that it does not appear that land described in deed is any part of land described in decree; and second, if it is part of el Refugio ranch, it has already been conveyed by L. Plongeon to Gus. Touchard.

Objected to by Mr. Harman, on the ground that the name of the person signing the deed differs from the name of the party described in body of deed as granted; and that the name of the person acknowledging the deed is not the same as that of the person purporting to sign the deed.

Admitted in evidence subject to all of the exceptions.

1126 R. F. Peckham sworn on behalf of def't Cadiz:

(Mr. Mathews now reads to witness the description of the premises contained in the deed first offered.)

Question. Do you know the premises described?

Answer. I do; it is a part of the Refugio Rancho. I might say it is the west part of the rancho and not claimed by Meader.

Cross-examined.

By Mr. Sewell:

The quantity of land within the boundaries of that description are about 3,000 acres at a rough estimate.

Direct.

By Mr. Mathews:

Question. State whether you know the handwriting of Augustus L. Plongeon?

Answer. I know Aug. Le. Plongeon. I don't recollect that I have seen him write, but I have seen many signatures of his, about which there was no question, used in suits that he was conducting. He invariably signs "Le. Plongeon, Aug.," as signed in the deed offered.

1127 The defendant Cadiz next offers—

Deed.—David Anderson to Jno. Temple, dated July 18, '59, recorded in Santa Cruz co., fol. 4 deeds, p. 461, of land in El Refugio Rancho, marked "Exhibit. Before master."

Defendant Cadiz next offers—

Deed of gift.—John Temple to M. Eugenio O. de Cadiz, dated Dec. 30, '61. Recorded Liber 5, Santa Cruz, records p. 697, land in El Refugio Rancho, marked "Ex. C. Before master."

Def't Courtis objects to the introduction of the two deeds last offered, on the ground that the lands therein described have already been conveyed by Le. Plongeon to Gus. Touchard, under whom def't, Courtis, claims.

Proceedings adjourned to a day to be fixed, and of which parties interested are to be notified.

HENRY C. HYDE, *Master*, &c.

1128 United States Circuit Court for the district of California.

CHARLES E. NORTON
vs.
MOSES A. MEADER and others.

Before Henry C. Hyde, master in equity of said court.

Proceedings adjourned from April 2, 1867, to this 6th day of June, 1867, at eleven o'clock, a. m., all the parties having been duly notified of the hearing fixed for this day and hour.

Present: J. B. Harman, esq., for plaintiff; T. A. Fabens, esq., for def't, Curtis; William T. Wallace, esq., for def't., Santa Cruz Petroleum Oil Works Co.

Ferdinand Vassault, sworn as a witness for the plaintiff, and testified:

I know the defendant, Samuel Adams, in this action. I was the plaintiff in the suit of Vassault *vs* Meader and others, referred to in the testimony and among the exhibits in this case. In that case
1129 also Hull was a defendant, not in his own right, but as the servant and agent of Samuel Adams, the defendant in this action. Adams knew of that suit of Vassault *vs.* Meader, and defended it for Hull, as I know from conversations with Adams.

FERDINAND VASSAULT.

Subscribed and sworn to before me this 6th day of June, A. D. 1867.

HENRY C. HYDE, *Master*, &c.

J. B. Harmon, esq., argued and submitted the case on behalf of plaintiff.

The argument of Mr. Wallace on the part of defendants, the Santa Cruz Petroleum Oil Co., was reserved until next sitting.

The argument of Mr. Forbes on the part of the defendant, Courtes, also reserved until next sitting.

Adjourned until Saturday, June 15, 1867, at 1 o'clock p. m.

HENRY C. HYDE,
Master &c.

1130 U. S. Circuit Court, district of California.

CHARLES E. NORTON
vs.
MOSES A. MEADER *et als.*

Proceedings before master on the 15th day of June, 1867, adjourned from June 6th, 1867.

Present: J. B. Harman, for plaintiff; William T. Wallace for Santa Cruz Petroleum Oil Co. R. F. Ryan, in pro. per.

R. F. Ryan filed a brief.

Adjourned to Monday, 17th inst., at 1 o'clock p. m.

1131 U. S. Circuit Court, district of California.

CHARLES E. NORTON
vs.
MOSES A. MEADER *et als.*

Proceedings before master on the 17th day of June, 1867. Adjourned from June 15, 1867.

Present, J. B. Harmon, for plaintiff; Wm. T. Wallace for Santa Cruz Pet. Oil Co. R. F. Regan, in pro. per.

Mr. Wallace argued and submitted the cause as to the defendants, the Santa Cruz Petroleum Oil Co.

Mr. Regan argued and submitted the cause as to himself, defendant.

Proceedings adjourned until Thursday, June 20th, 1867.

1132 U. S. Circuit Court, district of California.

Proceedings before master.

CHARLES E. NORTON
vs.
MOSES A. MEADER *et al.*
In equity.

SAN FRANCISCO, *June* 20, 1867.

Adjourned from June 15, 1867.

Present, J. B. Harman, esq., for complaint; J. M. Seawell, esq. for def't Courtis.

The case was argued and submitted by Mr. Seawell as to the deft., Comtes; and the testimony on both sides having been closed, and arguments already made as to all the other parties, the case was finally submitted to the master and taken under advisement.

HENRY C. HYDE, *Master, &c.*

In the Circuit Court of the United States for the district of California.

1133 *Master's report.*

CHARLES E. NORTON
vs.
MOSES A. MEADER *et al.* } In equity.

To the honorable the judges of the Circuit Court of the United States for the district of California:

In pursuance of an interlocutary decree of this court, made in the above-entitled cause on the 18th day of October, A. D. 1860, by which it was referred to the undersigned, master of this court, thereby specially appointed, among other things to report which of the defendants, if any, are bona fide purchasers, without notice of the claim of the three sisters, Maria Candida Castro, Maria Jacinta Castro, and Maria de los Angeles Castro, and what parcels were so purchased by the defendants; and also of what parcels, if any, the interest of the said sisters, or any of them, has been conveyed
1134 to the defendants with all necessary particulars, I, the undersigned, the master so appointed, do respectfully report:

That having been attended by the solicitors for the several parties who appeared in the cause, I proceeded to a hearing of the matters so referred, and upon said hearing took proof of the matters set forth in the bill and answers herein, pertinent to the matters referred, the minutes of which proceedings accompany this report, and make part thereof.

That the said proceedings and the case before me having been finally closed and submitted by the parties, I hereby certify and report the following as my conclusions with respect to the matters submitted to me as aforesaid.

The interlocutory decree of the Circuit Court, above referred to, finds the whole title to the Rancho Refugio, in the county of Santa Cruz and State of California, to be in the three sisters, Maria Candida Castro, (wife of Jose Bolcoff,) Maria Jacinta Castro, and Maria de los Angeles Castro, wife of Joseph L. Majors, but subject to such conveyances as have been made by Jose Bolcoff to bona fide purchasers without notice of the sister's title; and also subject to
1135 conveyances of the sister's interest in various parts of the said Rancho. The sisters, whose interest has been acquired by some of the defendants, are Maria Candida, (who will be referred to as Candida,) and Maria Jacinta.

There are certain facts in the case, admitted by the pleadings, appearing in the testimony, or found by their decree, which, for the sake of avoiding repetition, and as they bear more or less upon the questions of the bona fides of the several defendants claiming under Bolcoff, I have thought proper to state in the outset:

First. That a grant was actually made by the Mexican government to the three sisters above named for the Rancho Refugio.

Second. That by reason of certain alterations and mutilations of the records and certain fabrications of Jose Bolcoff, or some one at

his instigation, for the purpose of defrauding the sisters of their title, and securing the title to himself, a pretended grant was obtained by him, under which the defendants claim title.

1136 Third. That said alterations and mutilations, are patent upon the records of the United States land commission, and the Spanish archives in possession of the United States surveyor general for California, and that proof exists among said records and archives of a formal grant of Refugio to the said three sisters.

Fourth. That since sometime in the year 1850, Joseph L. Majors and wife, (Maria de los Angeles Castro, one of the sisters,) have occupied a portion of said Rancho, claiming the right to the possession thereof under the grant to the sisters.

Fifth. That Jose Bolcoff conveyed all his interest in said Rancho to his sons Juan Bolcoff and Francisco Bolcoff, on the 8th of October, 1857.

Sixth. That said Juan Bolcoff and Francisco Bolcoff filed their petition to the board of United States land commissioners in May 1852, for the confirmation of the pretended grant to their father.

Seventh That the claim for said Rancho was confirmed by
1137 said board of United States land commissioners to said Juan Bolcoff and Francis Bolcoff on the 30, day of January, 1855.

Eighth. That a patent was issued by the United States on or about the forth day of February, 1860, to said Juan Bolcoff and Francisco Bolcoff for the Rancho Refugio.

Ninth. Then on or about the 15th day of April, 1852, Jose L. Majors presented for himself and on behalf of his wife Maria de los Angeles a petition to the board of United States land commissioners for a confirmation of her claim to one-third of Refugio under the grant to her and her sisters.

Tenth. That the claim of Majors and wife was rejected by the said commissioners on or about the 15th day of January, 1855.

Eleventh. That the appeal of said Majors and wife from the decree of said commissioners rejecting their said claim was dismissed by the United States Supreme Court on or about the eighteenth day of December 1856.

1138 The answers in the case set up in the several defendants various distinct and separate claims to specific portions of the Rancho el Refugio, and so many of these claims as are in proof in the case will be now enumerated and afterwards taken up and considered in their order.

Diagram maps of the Rancho accompany this report, and the several parcels are distinguished thereon by letters corresponding to references herein contained, premising however that the divisions on said maps are not claimed to be accurate but only approximate and for the purpose of showing generally the location of the several tracts. They have been delineated from the best information in my possession, the deeds in evidence in very few instances containing descriptions which can be exactly located except by a surveyor on the ground.

The following is an enumeration of the several claims of the defendants with a reference to the pages of this report where each is considered.

Moses A. Meader.—A.—Tract of 100 acres derived from Bolcoff and wife, July 22, 1850.—Page of report 11.

1139 B.—Tract of 700 acres derived from Bolcoff and wife, March 31, 1851.—Page of report 14.

C.—Tract of 100 acres derived from Bolcoff and wife, March 19, 1853.—15.

D.—Tract of one league square derived by mortgage, from Bolcoff and wife, March 19, 1853, foreclosed and bought at sheriff's sale.—16.

E.—Balance of whole Rancho under sheriff's sale upon execution against Bolcoff and wife (Candidada) for deficiency upon sale of mortgaged premises.—22.

Jordan & Davis. F. Tract 200 $\frac{20}{100}$ acres in north east corner of Rancho, derived by mesne conveyances from Bolcoff and wife, October 5, 1853.—29.

F. F.—Tract of 600 acres adjoining last on the west derived by mesne conveyances from Bolcoff and wife, July 10, 1855.—30.

1140 R. F. Peckham.—G.—Tract (quantity unknown) in south-west corner of Rancho, derived by mesne conveyances from Bolcoff and wife, June 1, 1855.—Page of report 33.

A. A. Hecox.—H.—Tract of 100 acres derived by mesne conveyances from Moses A. Meader, May 22, 1856. (Part of E.)—36.

George Pace.—I.—Tract of 96 acres derived by mesne conveyances from M. A. Meader, Sept'r. 3, 1856. (Part of E.)—38.

Thomas Courtis.—J.—All the Rancho Refugio excepting the tract of one league square mortgaged to Meader (D.) and certain other tracts indicated in the diagram derived from Bolcoff and wife, Nov. 21, 1857.—41.

1141 Cadiz.—K.—Claims a portion of the rancho west of Baldwin creek as against Thomas Courtis, by virtue of an exception in a deed from Le. Plongeon (some of both titles) to Touchard.—49.

Samuel Adams.—L 1.—Tract of 200 acres, derived from Moses A. Meader, Feb'y 2, 1858.

L 2.—Tract of one acre, derived from Moses A. Meader, February 2, 1858.

L 3.—Tract of 70 acres, derived from Moses A. Meader, June 16, 1862.—52.

Santa Cruz Petroleum Oil Co.—M. Tract of 500 acres, derived by mese conveyances from Moses A. Meader, July 10, 1863, (part of tract E.)—57.

1142 R. F. Ryan.—Claiming one-third of a league, undivided, under J. L. Majors and wife, (Maria de los Angeles.)—61.

As to each of the defendants claiming as above, there are two questions to determine:

First. Was he a bona fide purchaser, without notice of the sisters title? And

Second. Has he acquired the title of the sisters, and how much of their interest?

Moses A. Meader.—From the testimony in the case, this defendant can lay small claim to the protection of a court of equity as a bone fide purchaser. Joseph L. Majors testifies (p. 97 trans.) that he

had heard Meader, about the time he had a mortgage on the land, say that the Rancho Refugio belonged to the three sisters, (p. 103 trans.), and Meader himself testifies, (p. 259 testimony,) that

(Here follow maps marked pages 1143 and 1144.)

1145 when the Bolcoffs wanted to sell to him, Majors warned him not to buy, for that he, Majors, should interfere; and he also testifies that he knew of Majors' possession, (p. 260.) The evidence shows that Meader went to live on the ranch, or adjoining it, about the year 1847, (testimony, p. 260,) three years previous to his first purchase; and that the claim and possession of the three sisters were notorious in that section of the State. Moreover, an examination of the records of the U. S. land commission must have disclosed the fact of the alterations and mutilations of the papers; and thus having been put upon enquiry, if he neglected to follow it up, the opportunities for doing so being right at hand, he is equally to be charged with notice, as he would be if he had ascertained all the facts, and then purchased with full knowledge. Under the rulings of our California Supreme Court, in Wilson *vs.* Castro, Oct'r term, 1856, he was bound to take notice of these records, and failing to do so, he is to be charged with constructive notice. But the conclusion is almost irresistible, from his long previous residence in the neighbor-

1146 hood, his acquaintance with the Bolcoff family, and the notarity of the sisters' claim and possession, that he did learn all the facts, and had actual notice, but relied upon the circumstances of the grant having been actually issued to Bolcoff to support his title.

I report that he was not a bona fide purchaser without the notice of the sisters' title, but that he had actual notice of their title.

With respect to the sisters' title held by him, the following is the deraignment, as shown by the testimony in the case:

A. This tract of 100 acres was first conveyed by Bolcoff and wife, (Candida,) to Meader, July 22, 1850, by deed of bargain and sale, Candida then having $\frac{1}{3}$ undivided; but the acknowledgements of both parties were so defective that the record could not have imparted notice to third persons.

This, however, was cured by a deed of bargain and sale from same parties, March 31, 1851, sufficiently acknowledged and recorded March 19, 1853, for a larger tract of land, including some 700 acres besides this 100 acres.

1147 Meader also acquired another $\frac{1}{3}$ undivided, by the conveyance (gift) of Jacinta Castro, one of the sisters to Candida, Oct'r 4, 1852, of all her interest ($\frac{1}{3}$ undivided) in the Refugio, which of course enured to the benefit of Meader.

I therefore report that Moses A. Meader holds undivided of that portion of the Rancho Refugio situated in the county of Santa Cruz and State of California, bounded and described as follows, to wit:

Beginning at an oak on Jose Bolcoff's line, at the southwest corner of Don Carloses land, running south along the line between Bolcoff's

obli
C
vey, and the Pueblo lands, to the corner of Eli Moor's land; thence
easterly to the top of the bluff; thence northwesterly along the top
f the bluff, opposite to the beginning corner; thence easterly to
the beginning corner.

The same being subject to partition with the balance of said rancho, among all the owners thereof.

B. This tract of 700 acres (the quantity being ascertained from the pleadings and oral testimony) was conveyed by Bolcoff and
1148 wife (Candida) to Meader, March 31, 1851, by bargain and sale, Candida then holding $\frac{1}{3}$ undivided.

Meader also acquired another $\frac{1}{3}$ undivided by the conveyance (gift) of Jacinta, one of the sisters, to Candida, Oct'r 4, 1852, of her interest, $\frac{1}{3}$, in the "Refugio," which inured to the benefit of Meader.

I therefore report that Moses A. Meader holds two-thirds undivided of that portion of the said Rancho Refugio, bounded and described as follows, to wit:

Commencing at a stake and stone near the foot of the first bluff, being north of R. Vestal's house, and east of a small creek, being at the northeast corner of E. Moore's land, and running thence south 87½, W. 42 6-10 chains, to a stake and stone or the bank of a small creek or branch, thence N. 15 1-10 chains, to a stake; thence N. 37½, W. 8 chains, to a stake; thence 1¼ east 8 chains; thence N. 3½, W. 5 chains, to a stake; thence N. 17½, W. 21 8-10 chains, to a stake; thence 1¼ W. 47 chains, to a stake on the bank of the creek near Moor and Bolcoff's mill; thence W. 5½ chains, to the middle of said mill creek; thence N. 9¼ E. along said creek 90 chains, to an oak
1149 tree on the bank or side of a branch of the aforesaid stream; thence N. 15½, E. 39½ chains, to the east line of said Bolcoff's survey; thence S. 3½, E. 197 chains, to the place of beginning, subject to partition with the balance of the rancho, among the owners thereof.

C.—This tract of 100 acres was conveyed by Bolcoff and wife (Candida) and others, to Meader, March 19, 1853, by "bargain and sale," Candida then holding two-thirds undivided.

The certificate of acknowledgment of Candida to this deed does not strictly conform to the statute, in not showing that she was examined "apart from her husband," and in leaving out the word "fear." But as the certificate does show that she was examined "separate and without the hearing of her husband," and that he executed the instrument "freely and voluntarily, and without compulsion or undue influence of her husband," I think under the principle laid down in the case of Meriam *vs.* Harsen, (2 Johns., Ch. Reps., p. 269,) as well as from the ordinary force and effect of language, that this certificate is a substantial compliance with the statute.

1150 I therefore repeat that Moses A. Meader holds two-thirds undivided of that portion of the said Rancho Refugio bounded and described as follows, to wit: All of that portion embraced within the following lines, commencing at the southwest corner of the lands owned by Moses A. Meader previous to March 19, 1853, and running thence up the coast road, to the first bridge on a gulch, about five

hundred yards, more or less; thence up said gulch to its forks; the[n] up the western fork of said gulch or creek until it strikes the ro[ad] leading from the saw mill, known as Moore's mill, towards Bolcoff's [mill] and thence along the southerly side of the said road northeasterly to the said lands of the said Moses A. Meader; and thence along the said lands of the said Moses A. Meader to the place of beginning, containing 100 acres, more or less; subject to the partition, with balance of the rancho, among all the owners thereof.

D.—This tract of about three miles square was mortgaged by Bolcoff and wife (Candida) and others to Meader, March 19, 1853, to secure eight thousand and seventy-eight dollars, ($8,078,) with
1151 interest at 3 (three) per cent. per month, evidenced by a promissory note signed by both Jose Bolcoff and Candida, his wife.

The proceedings to foreclose that mortgage were commenced April 20, 1855.

The proof of a service of summons in this action on defendant, Candida, is claimed by the plaintiff to have been defective, and not to have conferred jurisdiction.

The following is a copy of the sheriff's return of service:

"Personally served the within summons on Maria Candida Bolcoff, by delievery of a true of this writ, attached to a certified copy of complaint. The said defendant refused to take the writ. I laid it on a chair in the presence of said defendant, in the presence of one Frank Roan.

"Santa Cruz, June 13, 1855."

This return is claimed to have two principal defects:

1st. That it does not show that any copy of the summons was served upon the defendant.

1152 2nd. That the service was not properly made by leaving the "writ," as the officer designates what was evidently intended for the "copy," on a chair in the presence of the defendant.

With respect to the first of these objections, there is manifestly an accidental omission of the word "copy," so that the return reads that the officer served on defendant "a true of this writ."

The return is made by the officer authorised by law, and to whom the writ was delivered for service; it is made on the back of the writ itself; it purports to be a return of the service of that writ; and it starts out with the statement that the "within summons was served on Maria Candida Bolcoff," etc.

There is a hiatus in the sentence, and no word can be interpolated that will make sense except the word "copy," or some equivalent expression. And it is so clearly accidental that it cannot be otherwise regarded than as a mere clerical error not affecting the validity of the return itself.

1153 In support of this conclusion reference is made to the case of Billings vs. Roadhouse, 5 Cal., 71, where the omission of the words "to pay to" in an undertaking, was held not to affect the

obligation of the bond; and also the case of Moore *vs.* Temple, 11 Cal., 360, where the "be sold" were omitted in a judgment of foreclosure, in a position where, technicality speaking, they might be considered as important as the enacting clause of a statute, yet the court held that the decree were substantially for the sale of the mortgaged premises, etc.; and the omission of the words "be sold" was a mere clerical error not affecting the decree.

As to the second objection, the only case I have found which bears upon it is Davison *vs.* Baker, 24 Howard's R., p. 39, where it is held that "when a party will not accept papers offered him with a view to their service upon him, or if he rejects them and turns away, the officer should inform him of their nature and of his purpose to make service upon him, and then lay them down at any appropriate
1154 place in his presence;" and this would be a good service.

In the present case there is no proof that the officer informed the defendant of the nature of the paper, but this I conceive to be at most, from the general tenor of the decisions upon the service of summons, an irregularity in the proof of service, which could have been corrected on motion in the original suit, but which should not now be permitted to invalidate the service.

I therefore hold that the service aforesaid and the proof thereof, are, for the purposes of the case, sufficient.

The decree was entered July 3, 1855, for the sale of the mortgaged premises, ("league tract,") the application of proceeds to payment of amount found due, thirteen thousand seven hundred and eighty-two 14-100 ($13,782 14,) and ordering execution against the other defendants, including Candida, for any deficiency.

So far as the sale of the mortgaged premises is concerned, the decree is sufficient. That part of the decree ordering personal judgment against Candida for the deficiency will considered in the next division.

1155 The order of sale contains a mistake in the title of the cause in substituting "*ads.*" for "*vs.*," thus: Moses A. Meader *ads.* Maria Candida Bolcoff, *& als.:* but this I think too trivial an error to vitiate an instrument.

With reference to the same paper, although no copy of the decree is now found annexed to the order of sale, which is certainly an indisputable requisite to a valid order, the testimony of the ex-sheriff is positive to the effect that such a copy was annexed to it when placed in his hands, and certainly all the intendments of law would favor this presumption.

The mortgaged premises were sold to Moses A. Meader Aug. 1, '55, for six thousand nine hundred dollars, ($6,900,) and conveyed to him by the sheriff by a good and sufficient deed Feb'y 15, 1856.

I therefore report that Moses A. Meader acquired the sisters' title to two-thirds, undivided, of a portion of the said Rancho Refugio described as follows, to wit:

Beginning at a point on the Bay of Monterey, at the south-
1156 west corner of land now or lately known as Eli Moore's land, and running thence westerly along the sea beach about three

miles, to the mouth of a small stream of water running just beyond where Alfred Baldwin lived in the year 1853, known as Baldwin creek; thence from the mouth of said stream up the middle channel thereof in a northerly course for three miles; thence easterly to the western boundary of lands owned by Moses A. Meader previous to March 19, 1853, striking the said line at a point three miles northerly of the place of beginning; thence from said Meader's line southerly to the public road leading up the coast from said Moore's dwelling house; thence easterly along said road to the northwest corner of said Moore's land in a southerly direction to the place of beginning, being the same land conveyed by Maria Candida Bolcoff, Jose Bolcoff, Francisco Bolcoff, and Juan Bolcoff, to the said Moses A. Meader, in mortgage on the nineteenth day of March, A. D. 1853.

And that he now holds the said two-thirds, undivided, of all of said last-described tract, except the portions conveyed by him, and hereafter found belonging to other defendants in this action, the same being subject to partition, with the balance of the rancho, among all owners thereof.

1157 E.—This tract comprises all the balance of the Rancho Refugio, and is claimed by Moses A. Meader, by purchase at sheriff's sale, Feb'y 5, 1856, under an execution issued Oct'r 31, '55, in the case of Meader *vs.* Bolcoff, referred to in the preceding decision, which execution was for a deficiency of $7,409 14 upon the sale of the mortgaged premises, and commanded the sheriff to make the same out of the property of the defendants, including Candida.

The plaintiff contends—

1st. That the judgment against Candida is void, and not merely voidable, because rendered upon a void instrument.

2nd. That the sheriff's deed is void, because its recitals show that it was rendered upon a different execution from that in evidence, besides containing other errors; and

3rd. That the sheriff's subsequent deed to Meader, of April 12, 1859, made to cure the defects of the former deed, failed, because the sheriff had exhausted his power by the first deed.

1158 The first of these objections, if well taken, renders unnecessary any discussion of the other two.

Starting out with the admitted proposition that a sale under a void judgment passes no title, and that all the proceedings under such a judgment or decree are utterly void, (Gray *vs.* Howes, 8 Cal., 568; Branham *vs.* San Jose, 24 Cal., 604.) it remains to be determined whether the judgment in question against Candida for the deficiency, upon sale of the mortgaged premises, was void, or only voidable; for, unless absolutely void, it cannot now be attacked collaterally.

It was held in Spear *vs.* Ward 20, Cal. 675, that the "wife is incapable of contracting a personal obligation, her disability in this respect arising from the coverture exists in this State as at common law. If she should sign a bond, it would not be binding on her personally. If she should unite with her husband in the bond, it would still remain invalid, except as his individual contract."

And it was also held in Maclay *vs.* Love 25, Cal. 374, that
1159 "aside from exceptional cases, as under the act relating to sole traders, the wife has no power by contract to create a personal liability against herself in any form." It follows, then, that the contract signed by her was absolutely void, and that it was so was [was] clear upon the face of the pleadings in the case. The complaint alleged her coverture, and if she had appeared and defended and appealed the case, the appellate court would unquestionably have set aside so much of the decree as ordered an execution against her for any deficiency. But because she did not so appeal, it is contended that she is concluded by the judgment, which cannot now be attacked collaterally, although her estate has been wholly divested by judicial proceedings, which are conceded to have been erroneous, to say the least, based upon an instrument utterly void, and which, for all its legal force and effect, might just as well have never been signed by her.

There are numerous authorities in support of the proposition that
1160 if a court act without authority, its judgments and orders are regarded as nullities. They are not void, but simply void, and form no bar to a recovery sought even prior to a reversal in opposition to them And one of the leading cases in support of this is Elliot *vs.* Piersol 1, Pet. 328 and 340. In that case a county court in Kentucky had authorized the alteration of a record of the acknowledgment of a married woman to cure a defect in the certificate, and the Supreme Court held that the County Court had no authority to make such an order.

It was there held that "by the principles of the common law a married woman can in general do no act to bind her; she is said to be sub. potesta viri, and subject to his will and control. Her acts are not like those of infants and some other disabled persons, voidable only, but are in general absolutely void ab initio."—(P. 338.)

In the case of Wallace against Rippon and wife, 2 Ray, South Carolina, 112, where a feme covert joined her husband in the execution of a bond, it was held that the bond "was originally void as to
1161 her, and consequently all the proceedings upon it were void also." This was a very early case, (1797.) A somewhat later case, Dorrance *vs.* Scott, 3 Wharton 313, decides that a bond executed by a feme covert was not merely voidable, but absolutely void, and that a judgment entered thereon was to be considered absolutely void, having nothing to support it.

But perhaps the strongest case on this point is Caldwell *vs.* Walters, in error, 18, Penn 79. In this case a personal judgment was rendered against a married woman, Mrs. Walters, upon her bond executed jointly with her husband, and under the judgment her land sold to a third person. Mrs. Walters brought ejectment against the purchaser's grantee. The court sustained the ruling in Dorrance *vs.* Scott, and further said, p. 83: The defendants "derive title under the judgment against Jane M. Walters, which, in contemplation of law, was of no authority and void, ab initio. Being destitute of all validity, it could be no lien to charge her real estate.

1162 "But it is said that a judgment is not to be enquired into or reversed by a collateral proceeding except for fraud. The established rule on this subject admits of an exception in favor of parties not privy to it, and who would otherwise be without remedy; and in case of a void judgment requiring no reversal to make it a nullity." * * * * * * * *

"The validity of the judgment against Mrs. Walters was a legitimate subject of investigation and trial in this action for two reasons: one, that being entered on a warrant of attorney against a married woman, it was void, ab initio, without authority, and not requiring a reversal to render it a nullity." The other reason relates to her particular disability to interpose for redress or protection during her coverture.

The court then goes into an investigation of the distinction between judgments which are void, and those only erroneous or voidable, and after remarking upon the facility with which the wife's signature may be procured to a mere note or bond. Towards
1163 the close proceeds to say: "In the opinion of this court the protection of feme coverts in their rights of property require that such obligations signed by married women, and the judgments and proceeding thereon to sell their real estate, be deemed without authority and void, and that a sheriff's sale founded thereon will not divest their estates."

In our own State it has been decided that a decree being void, the judicial sale under it and the execution of a sheriff's deed to the purchaser, did not vest in him any title to the lands, but all the proceedings, including decree, sale, and sheriff's deed, were utterly void * * * , and the mortgage (in that case) being void, the decree and sale were void. (Barnham *vs.* San Jose 24, Cal. 604.)

I therefore report that no title to any part of the balance of the Refugio Rancho, (as described in the proceedings under the execution of October 31, 1855, against Candida for deficiency,) passed to Meader at the sheriff's sale under said execution; and that the interest of Candida in the balance of said rancho was not divested by any of said proceedings.

1164 *F.—Davis and Jordan.*

This tract was acquired by A. P. Jordan from Jose Bolcoff and Candida, Oct'r 5, 1853, same time after the presentation of the sisters claim to the land commission in 1852, and while it was there pending and undetermined, and also after Jose Bolcoff had conveyed to his sons his interest in the ranch. The archives contained the evidence of the sisters' title upon which the claim of the plaintiffs in this action has been held valid and under the rulings of our Supreme Court in Wilson *vs.* Castro, October term. I hold that it was a degree of negligence on the part of these defendants not to examine such records which were open to his inspection, sufficient to charge them with constructive notice of the sisters' title, and to defeat their plea of bona fide purchasers. It is not in proof whether

or not they did actually know the claim of the sisters, but
1165 the knowledge was within their reach, not only from the records, but presumably from any person acquainted with the land, as the testimony clearly shows how widely their claim was known, and that one of the sisters was actually in possession, claiming under her grant.

Although the piece E F was not acquired from the Bolcoffs until 1855, the year the sisters claim was rejected by the land commissioners, this rejection was not final, and did not place the defendants on any better footing as to the bona fides of their purchase, as the facts were the same after such rejecture as before, and that rejection was not conclusive.

I therefore report that these defendants are not bona fide purchasers without notice of the sisters' title, and it follows that they have to depend for their title wholly upon the validity of the conveyance executed by Candida.

Her certificate of acknowledgment to the deed of October 5, 1853, omits the words "fear or compulsion," and employs instead
1166 the word "force." In other respects it is sufficient. I think the word "force" is a stronger word and includes the meaning of the words "fear and compulsion," especially as the words "undue influence" remain, and regarding these phrases as convertible terms, I hold the acknowledment to be substantially good.

F F. This tract was conveyed by Jose Bolcoff and his wife (Candida,) and others, July 10, 1855, to John H. Watson, and contains about 600 acres.

The acknowledgment of Candida is defective in this, that the certificate does not show that the examination was made "without the hearing" of her husband.

The intention of the statute seems to be that the various acknowledgments to be made by the wife upon the private examination shall depend for their validity upon the nature of that examination; and the statute provides two requisites, viz:

1st. That it shall be had apart from her husband, and
2nd. That it shall be without his hearing.

1167 Neither of these conditions alone would prevent the exercise of the husband's influence over his wife, which the statute so carefully guards against; and although it might be contended that the latter clause includes the first to all intents and purposes, yet the converse cannot be maintained and the omission of the last clause cannot be considered a substantial compliance with the act.

There being no other proof of the execution of this deed it must be excluded, and I hold that it did not pass the title of Candida to this tract, F F.

The act of 1860, correcting defective acknowledgments, &c., does not validate this conveyance, as third parties, (plaintiffs' grantors,) had acquired rights adverse previous to its passage.

The deed from Watson to Jordan, April 1st, 1856, of this tract, and the deed from Jordan to Davis, April 28, 1857, of one half of this tract, did not therefore pass any title.

Jordan conveyed to Davis, April 28, 1857, one-half undivided of the tract of 200 acres. (F.)

1168 I therefore report that the defendants, Albion P. Jordan and Isaac E. Davis, are the owners in common, each an undivided half of two-thirds undivided of that portion of the Rancho Refugio, situated in the county of Santa Cruz, State of California, described as follows, to wit: Commencing at the N. E. corner of lands of M. A. Meader, at a madroni tree; thence by a true meridian, magt. variation N. 15° 30 east N. 2° W. 923-100 N. 16° 15′ west, 6 chains; thence N. 16° 30′ east 6 19-100 chains N. 17° 30′ west, 2 50-100 chains N. 19° 15′ west 5 34-100 chains N. 37° 45′ west 42 62-100 chains, south 15° 30′ west 75 67-100 chains N. 67° east 50 36-100 chains to the place of beginning, containing an area of two hundred (200) and 20-100 acres of land, the same being subject to partition with the balance of said rancho among all the owners thereof.

G.—*Peckham Title.*

First as to the defendant being a bona fide purchaser without notice of the sisters' title.

1169 He does not claim that position in his answer and throughout the trial and the proceedings before me, it does not seem to be disputed that the defendant had actual knowledge of the sisters' title. Moreover, if this were not the case, constructive notice of their title should certainly be charged upon him under the testimony in the case, and for reasons previously stated as to the other defendants.

He must then rely wholly upon the sisters' title, of which he owns two-thirds undivided in the tract he claims.

The draignment from Candida seems to be without fault and is briefly as follows:

June 1st, 1855.—Bolcoff, wife and others, to J. H. Watson, a part of the tract G; Watson to Jos. C. Vandervoort, 1-2; Watson to R. F. Peckham, 1-3: Watson to John H. Coult, 1-6, same tract; Watson to R. F. Peckham, 2-3; John H. Coult, 1-3, a small piece adjoin-

1170 ing the last piece on the north, no title to which appearing in Watson, but next deed cures this defect; Bolcoff, wife and others, to R. F. Peckham, 2-3; John H. Coult, 1-3, covers small piece last described.

May 23, 1861.—Coult to Peckham, all his interest in G.

Nov. 26, 1863.—Vandervoort to Peckham, all his interest in G.

Two of the above deeds are acknowledged before a deputy county clerk. That these are sufficient is decided by Touchard *vs.* Crow, 20 Cal. 157.

I report, therefore, that the defendant, Robert F. Peckham, is the owner of the sisters title to two thirds undivided of a portion of the said Refugio Rancho, described as follows: Commencing at a stake on the bank of the sea coast, bearing south 71° 30′ west, from a certain large sandstone boulder near the road leading up the coast and

on the side hill east of the Coho creek, said boulder being the
1171 one nearest the house where Jones Hay formerly resided, and running from said stake north 35° 30′ east, 108 chains and 73 links; from thence north 54° 30′ west to the middle of the creek, forming the western boundary of the Refugio Rancho, called the Laguna creek; thence down the middle of said creek to where it empties into the Pacific ocean; thence eastwardly along the line of tide water on the coast of the said Pacific ocean to the place of beginning, the same being subject to partition with the balance of said rancho among all the owners thereof.

Hecox Title.

H. This tract it claimed by the defendant A. A. Hecox, under the execution sale for deficiency in the case of Meader *vs.* Bolcoff, (see E supra,) and as that sale has been found not to pass any title of Candida in the residue of the ranch of which this tract (H)
1172 forms a part, it follows that Hecox must rely upon his position as a bona fide purchaser without notice of the sisters title, besides the facts and reasons previously stated as to other defendants, which should also charge the defendant with constructive notice; it further appears from the testimony in the case, that a judgment was rendered against his immediate granter, Bascomb B. Casse for the Rancho Refugio, in November, 1859, in an action of ejectment by F. Vassault, plaintiff, against Case and others, in the third District Court for the county of Santa Cruz.

That judgment was based upon the validity of the sisters title then held by Vassault, (the grantor of plaintiff in this case,) and it not appearing to have been vacated, set aside, or reversed as to case, I regard it as conclusive to charge the defendant Hecox, who purchased from Case, Feb'y 26, 1864, with actual notice of the sisters' title.

I therefore report, that so far as shown by the evidence in this case, the defendant, A. A. Hecox, has acquired no portion of the sisters' title, and has no title to any portion of the Rancho Refugio aforesaid.

1173 *Pace Title.*

I. This tract is claimed by defendant, George Pace, under the execution sale for deficiency in the case of Meander *vs.* Bolcoff, being a part of the residue of the rancho purchased by Meader at that time.

As no title passed to Meader by that sale, this defendant must rely for title upon his position as a bona fide purchaser without notice of the sisters title.

This defendant is affected by the same facts and reasons as the previous defendants, to charge him with constructive notice, besides which he is in the same situation as his co-defendant, Hecox, namely, as a defendant in the action of Vassault *vs.* Meader, and the remarks

concerning Hecox's position will equally apply to that of this defendant.

There is however in Pace's title a further defect which would alone defeat his claim.

1174 The following deraignment will explain it:

Decemb. 29, 1855. Ignacio Castro conveys the tract I to William Dunlop, having at that time, no title, but referring to a contract, stated to be on record between Meader and the four Bolcoffs, including Candida, by which upon the happening of a certain contingency, Meader was to execute to Castro a deed for all the lands in the ranch west of Baldwin creek, &c.

The granting words, are: grant, bargain, sell, remise, release, and for ever quitclaim unto * * "all of my right, title, and interest, in and to all that certain piece," &c.

This deed did not vest in Dunlap any title subsequently acquired by Meader, and there is no proof, in the case of the agreement referred to, and nothing to show that at the date of the conveyance to Dunlop, Castro had any interest whatever in the rancho.

Gee *vs.* Moore, 14 Cal., 472.

Kemball *vs.* Temple, 25 Cal., 440.

1175 September 3, 1856. Meader conveys to Castro all his interest in part of rancho west of Baldwin creek, except 100 acres.

Novemb. 8, 1864. Dunlap conveyed this tract (I) to Pace.

I report ,therefore, that so far as shown by the evidence in this case, the defendant, George Pace, has acquired no portion of the sisters' title, and has no title to any portion of the Rancho Refugio aforesaid.

Courtis' Title.

J. The claim of this defendant covers a tract constituting about two-thirds of the entire rancho.

The following is the deraignment of title:

Novemb. 21, 1857. Jose Bolcoff & wife (Candida) convey to Aug. Le. Plongeon, all their right, title, and interest in the rancho,

1172 excepting therefrom the league square conveyed to Meader by mortgage, March 19, 1853.

The acknowledgment to this deed is radically defective as to Candida, and will be subsequently considered.

Jan'y 20, 1851. Aug. Le. Plongeon conveys to Gustave Touchard, all the Rancho Rufugio, excepting therefrom "several small tracts or parcels granted to several individuals by deeds dated as follows, to wit:" then follows an enumeration of names and dates of 21 deeds the last of which is "Ignacio Castro," Sept'r 3, 1856."

May 24, 1861. Gustave Touchard conveys to Thomas Courtis (consideration expressed, $1,000) all of Ranchio Refugo, with same exceptions, as in last deed.

Now with respect to this defendant's position as a bona fide purchaser, without notice of the sisters' title, his answer avers no

amount paid, and there is no proof that he paid any consideration whatever, nor does he aver that he was ever in possession.

1177 The pleadings (p. 195, defendants answer,) and the testimony, (p. 248, 249) show that Bolcoff and wife left the Rancho Refugio between February and September, in 1856, more than a year before their deed to Plongeon, of November 21, 1857. Bolcoff had conveyed the rancho to his sons in 1851, the title had been confirmed to them in 1855, and the patent issued to them in 1860, a year before Courtis bought.

So far as the records showed, Courtis deraigned no title whatever from Jose Bolcoff, and could not have supposed that he, Bolcoff, had any title at the time he took his deed. If he examined the records at all, they must have disclosed also the mutilations and alterations of the original papers and books, and the evidence of the sisters title; and not to do this has been held (Wilson *vs.* Castro) a want of diligence sufficient in itself to charge him with notice. So that in any event Courtis is not entitled to claim the position of a bona fide purchaser without notice of the sisters' title.

As to the title of the sisters claimed by this defendant, it

1178 exists wholly upon the deed of November 21st, 1857, from Jose Bolcoff and wife to Plongeon. The only proof of the deed is the acknowledgments of the parties; and as to Candida, the acknowledgment is claimed to be defective in two particulars:

1st. That the contents of the deed were made known to her not by the notary himself, but by an interpreter duly sworn.

2nd. That it does not appear to whom the acknowledgment was made.

The following is the language of the [language of the] certificate touching these points, * * * "On being made acquainted with the contents of the foregoing conveyance, through Frank Algino, an interpreter duly sworn, acknowledged that she executed the same, &c."

In this certificate it only appears by implication and not by any direct statement that she was made acquainted with the contents at all. The words "on being made acquainted," do not convey a direct statement of the fact; and taken in connection with the

1179 statement that it was through an interpreter duly sworn (but by whom, and for what purpose, can only be inferred,) it is an unusually vague and uncertain statement of a fact which ought to appear incontestibly. The statute does not authorize the employment of an interpreter for the purpose specified; but it does not require that it shall clearly appear that the woman was made acquainted with the contents of the instrument, and that she acknowledged to the notary her execution. Neither of these things clearly appear in this certificate. I have made considerable search among the reports for cases bearing upon this question, but do not find any authority directly in point; the nearest to it are cases where interpreters were used in taking testimony under a dedimus potestation without any special authority in the commissioner to do so, (Armory *vs.* Fellame, 5 Johns, 219,) and it was held a valid exercise of the power of the

commissioner to examine under oath witnesses in the case. So in the present instance of the certificate of the notary had placed Algino in the position of a subscribing witness, (assuming that he
1180 could so take the acknowledgment of a married woman) and had shown that she made the proper acknowledgments to him, the proof might have been sufficient; but as it is no such power exists in the notary. He is the officer deputed by the law to protect the rights of married women in the transfer of their estate, and to go through certain forms, and his certificate must show not only substantially but conclusively that the forms of law had been complied with.

Regarding the proof of this deed strictí juris, and there is nothing in the equities of the case to call for a more liberal construction, but on the contrary, the equities are all against this defendant. I hold the proof of this deed to be insufficient.

The doctrine of Bodley *vs.* Ferguson, 30 Cal. p. 511, which might in certain cases, operate to pass the wife's interest without her formal acknowledgment provided by the California statute, does not apply to this deed, because the only proof of the execution is the certificate of acknowledgment, and upon the validity of that, in the absence of other proof, the deed must be admitted or excluded.

1181 I therefore report that the defendant, Thomas Courtis, has no title to any portion of the Rancho Refugio.

In the event, however, of your honors not confirming my conclusions upon the title of this defendant, it will be necessary, in order to understand the extent of his claim, and the nature of the claim of the defendant, Cadiz, next in order, that I should consider that branch of the subject and present the facts and my conclusions based upon the assumption that Courtis' claim is valid.

The deed of January 20, 1858, Le Plongeon to Gustave Touchard purports to convey all the Rancho Refugio, excepting, &c. (See page 41 ante.)

Courtis claims that the exceptions covered by the words "several small tracts or parcels granted to several individuals by deeds, dated as follows, to wit, * * * "Ignacio Castro, September 3rd, 1856, is not a valid one, because the deed to Ignacio Castro of that date is from Moses A. Meader, and not from the Balcoffs; and because further, the tract conveyed to Castro was not a "small tract"
1182 but in fact about $\frac{1}{3}$ of the whole rancho. The facts are as stated, but I do not think these points well taken.

And I report that if the defendant Courtis should be held by your honors to be the owner of the sisters' title to any portion of the Rancho Refugio, it would be that portion described as follows:

All the right, title, and interest of Maria Candida Bolcoff in and to that portion of the Rancho Refugio lying east of Baldwin creek, and the dividing line separating land of J. L. Majors and wife from the balance of the rancho, which the said Maria Candida had and owned on the twenty-first day of November, 1857, excepting therefrom the land conveyed by said Thomas Courtis to the Santa Cruz

Petroleum Oil Company, by deed dated the 17th day of May, 1865, and recorded in Santa Cruz county, in book 7 of deeds, p. 490, and including a tract described as follows:

One hundred acres contained within the following boundaries, to wit: Commencing at the mouth of the Baldwin creek; thence running up said creek to a stake at or near the foot of the first bluff; thence in a westerly direction to the easterly line of a tract of land described in a certain deed from Ignacio Castro to William Dunlap, dated December 29, 1855, and recorded in Santa Cruz county, in vol. 3 of Records, p. 189, &c.; thence southerly along the said easterly line to the sea; thence along the sea to the place of beginning, the same being subject to partition with the balance of said rancho, among all the owners thereof.

1183

Cadiz Title.

K. This tract is claimee by the defendant M. E. O. de Cadiz, under the deed from Jose Bolcoff and wife, to Aug. Le Plangeon, Nov'r 21, 1867, which I have already reported, (p. 45, ante) void and inoperative as to the interest of Candida. And with respect to the bona fides of this defendants acquisition of the Bolcoff title, the same reasoning precisely as that referring to defendant Courtis, on page 42, ante, and the other defendants previously considered, applies to her.

1184

I therefore report that the defendant, Maria E. O. de Cadiz. holds no title to any portion of the Rancho Refugio, aforesaid.

But for the reason stated in respect to the Courtis title, and because I deem it proper to place before your honors all the claims of the defendants in proof before me.

I exhibit the following deraignment of this defendant's title, upon the assumption that the deed from Bolcoff and wife to Le Plongeon, November 21, 1857, passed title.

That deed covered the tracts J and K on both sides of the Baldwin creek, and dividing line.

The tract K was excepted by Le Plongeon, in his deed to Touchard, Jan'y 20, 1858, and although therein stated to have been granted to Ignacio Castro, which was the fact, (see pages 38 and 39 ante.) Le Plongeon apparently regarding the conveyance from Meader to Castro as a nullity, being based upon the execution sale in Meader *vs.* Bolcoff, (see page 27, ante.) which I have above reported to be void, assumes to be the owner; and Jan'y 11, 1859, Le Plongeon conveyed to David Anderson, by quit claim, all his right, title, &c., in all that part of the rancho lying west of the Baldwin creek, and the dividing line, excepting therefrom the small tract I.

1185

I. July 18, 1859. David Anderson conveyed to John Temple same premises.

Decemb. 13, 1861. John Temple conveys (by gift) to Maria E. O. de Cadiz the same premises.

I therefore report that in the event of the deed from Jose Bolcoff

and Candida to Le Plongeon, Novemb. 21, 1857, being held by your honors to pass the title of Candida, then the defendant Maria E. O. de Cadiz as the owner of '2-3 undivided of the sisters interest in and to that portion of the said Rancho Refugio described as follows, to wit: Commencing at the mouth of a creek near where Alfred Baldwin used to live, and known as Baldwin's creek; thence running northerly along said creek to a point on said creek one mile from the coast in a straight line; thence north in a straight line to the summit of the mountains; thence westerly along the ridge of the mountains
to the Laguna creek; thence down said creek to its mouth;
1186 thence along the sea beach to the place of beginning, excepting one hundred acres contained within the following boundaries, to wit:

Commencing at the mouth of the Baldwin creek, thence running up said creek to a stake at or near the foot of the first bluff; thence in a westerly direction to the easterly line of a tract of land described in a certain deed from Ignacio Castro to William Dunlap, dated December 29, 1855, and recorded in Santa Cruz county in vol. 3 of records, p. 189, &c.; thence southerly along the said easterly line to the sea; thence along the sea to the place of beginning, also excepting a tract of 300 acres held by R. F. Peckham.

The same being subject to partition with the balance of said Rancho among all the owners thereof.

Adams' Title.

L 1.—L 2.—L 3. These tracts are claimed by the defendant,
1187 Samuel Adams, under two deeds from Moses A. Meader; the first dated Feb'y 2, 1858, for Nos. 1 and 2; the second dated June 16, 1862, for No. 3.

These deeds are properly executed and acknowledged, and the defendant claims, in his answer, (defendant's answer p.) that the three tracts are all within the mortgage league tract of Meader, (D.) The deeds seem to indicate this, and upon that assumption the defendant is clearly the owner of two-thirds undivided of the sisters' interest in these tracts.

With respect to the defendant's position as a bona fide purchaser without notice of the sister's title, the same reasoning, already repeated as to other defendants applies to charge him with constructive notice of their title, and in addition he is to be charged with actual notice of their title in respect to the purchase of tract No. 3, acquired in 1862, for it appears in evidence that previous to that time the suit of F. Vassault against Meader and others, including one
Asa Hall, the tenant of Adams, (testimony p. 304,) had been
1188 instituted and defended by Adams for his tenant (master's minutes of proceedings, pages 7 and 8; also testimony p. 304,) and a judgment rendered against said Hull for the possession of this land.

I therefore report that the defendant, Samuel Adams, is the owner of two-thirds undivided of the sisters' interest in and to those

portions of the said Rancho Refugio respectively described as follows:

First. Commencing at a stake marked "A" on a pile of stones facing trees marked "B, T," and a point of limestone boulders, and running thence west forty-four chains and seventy-two links to a stake marked "A, 11," facing trees marked "B, T;" and running thence north forty-four chains and seventy-two links to a stake marked "A 111" facing trees marked B T, and from thence east forty-four chains and seventy-two links to the place of beginning, containing two hundred acres more or less.

Second. Commencing at a point on the bay of Monterey, in a small inlet of said bay at the north side of the slide now used for
1189 shipping purposes known as the Russian landing, where stands a stake, and running south 74½ degrees east, three chains and sixteeen links; thence south 15½ degrees west, three chains and sixteen links; thence north 74½ degrees west, two and one-half chains to said inlet of the bay, and from thence along the bay to the place of beginning, containing one acre more or less.

Third. Commencing at the northwest corner of the tract of land on which Samuel Adams' lime kiln is situated at a madrona stake, marked "A 111," designated by two bearing trees faced, and marked B T; thence (by true mer. mag. var. north 15° 38′ east; north (15 72-100) fifteen chains and seventy-two links to a redwood post marked "A 11," which stands in open land on west bank of a small ravine; thence east (9 50-100) nine chains and fifty links to a redwood stake at the southwest corner of land of Jordon and Davis: thence east (35 22-100) thirty-five chains and twenty-two links to a madrone stake marked A 111, which stands on a bushy ridge, and is designated by two bearing trees or madrone and lilac faced and marked B T; thence south (15 72-100) fifteen chains and seventy links to a stake marked "A 111," which stands on the south bank of a running
1190 stream designated by two bearing trees faced and marked B T; thence west (44 72-100) forty-four chains and seventy-two links to the place of beginning, containing seventy 299-1000 acres.

All of said tracts being subject to partition with the balance of said rancho among all the owners thereof.

This report as to the defendant, Adams, being upon the assumption that all of the said three tracts are located within the limits of the mortgage league tract of Meader ("D,") and if any portion of said tracts are outside of tract D, I report that the defendant, Adams, has no title to so much thereof as shall be found to be outside of the said tract.

Santa Cruz Petroleum Oil Company.—Title.

M. This tract includes about five hundred acres, and is a part of the land purchased by Meader at sheriff's sale under the ex-
1191 ecution for deficiency in Bolcoff *vs.* Meader.

The following is the deraignment:

July 10, 1863. Moses A. Meader conveys to M. T. Brocklebank,

all of the ranch except Moore's, Davis', and Jordan's, and Adams' land.

Meader took a mortgage back to secure the purchase money, from the effect of which mortgage the land sold by Brocklebank to the Santa Cruz Pet. Oil Co. was released. The mortgage was afterwards foreclosed, and the title to the remainder, such as he had, when he made this deed has passed back into Meader. These facts are admitted in the case. (See testimony page 183.)

August 12, 1863. M. T. Brocklebank conveys to Santa Cruz Petroleum Oil Co. 500 acres (tract M.

May 17, 1865. Thomas Courtes conveys same premises to Santa Cruz Petroleum Oil Company.

Now the execution sale to Meader being void as to Candida,
1192 and not divesting her title, of course no part of the sisters' interest has passed to the company, unless the title of Courtis should be held valid by your honors, in which case the company would hold 2-3 undivided of the sisters' title.

This defendant must consequently rely upon its position as a bona fide purchaser without notice of the sisters' title, and this position is asserted with much earnestness, mainly on the ground of the issuance of the United States patent in 1860.

But certain facts are in proof by a stipulation between the parties filed before me on the 17th of June, 1867, and now among the papers in the case, and filed herewith, by which it is conclusively shown that the defendant, before purchasing, had actual knowledge of the claim made by the sisters, and of the judgment in favor of Vassault (see testimony p. 304) bases upon the sisters' title, and it seems that the defendant purchased with full knowledge of the sisters' title, but probably in the belief that it was worthless, and that
1193 the United States patent was a warrant of title in Bolcoff.

For these and reasons often referred to above, as to other defendants, this defendant cannot, in my judgment, be regarded as a bona fide purchaser without notice.

I therefore report that the defendant, the Santa Cruz Petroleum Oil Company, has no title to any portion of the said Rancho Refugio.

But I also report, that if your honors shall hold the deed from Jose Bolcoff and wife to Aug. Le Plongeon, of Nov. 21, 1857, to have passed the title of Candida, then the defendants, the Santa Cruz Petroleum Oil Company, will be and is the owner of two-thirds undivided of that portion of the said Rancho Refugio described as follows:

Commencing at the southwest corner of lands formerly occupied by Bascom B. Case; thence running southwesterly two hundred and seventy rods; thence at right angles northerly two hundred and forty rods to the bed of a creek; thence up the bed of said creek to a point opposite the northwest corner of the premises, whereon
1194 said Case formerly resided; thence easterly to said northwest corner of said premises, and thence southerly along said Case's line to the place of beginning, containing five hundred acres of land, more or less.

The same being subject to partition with the balance of the rancho among all the owners thereof.

R. F. Ryan.

The claim of this defendant is for one-third undivided of a league in the Rancho Refugio.

He claims under a different source of title from all the other defendants, namely: from Joseph L. Majors and Maria de los Angeles, his wife, who was one of the Castro sisters. The question of bona fides does not therefore concern him.

His claim is based on two instruments:

1195 1st. A deed from Joseph L. Majors to R. F. Ryan of all his right, title and interest in and to the individed one-third of a league in the Rancho Refugio, the consideration expressed being "services of R. F. Ryan to be rendered the said Majors in the recovery or defending the claim of said Majors in and to one-third of the rancho called Refugio, &c."

This deed has no date, but was sufficiently acknowledged on the seventeenth day of October, 1855.

2nd. An instrument, signed and acknowledged by Maria de los Angeles Majors, reciting that she is entitled to one-third of the Rancho el Refugio, and that Joseph L. Majors, her husband, has made a contract with Richard F. Ryan, and a bargain and sale for one-third of a league of the said land; and that she "ratifies and confirms the said sale of the said one-third of a league to the said Richard F. Ryan, &c., upon the consideration expressed in the said contract and sale so made by her said husband, J. L. Majors."

This paper has no date, but bears two certificates of acknowledgment. The first, dated June 16, 1858, defective in omitting

1196 to show that she was made acquainted with the contents of the instrument; omitting to show that the examintion was without the hearing of her husband; omitting "undue influence of her husband," omitting "that she does not wish to retract, &c."

The second certificate of acknowledgment is dated August 27, 1858, and though much nearer the proper form, is, I think, defective in these respects: 1st. It shews that she was made acquainted, &c., through an interpreter; but the language of this certificate is positive that she was made acquainted, and not left to inference, as in the Plongeon deed, and might be held sufficient, so far as that single fact is concerned.

2nd. It does not show to whom she made the acknowledgment. This, I think, an important omission.

There is no other proof of this paper. It has been attached to the first instrument, and it is claimed by the defendant, Ryan, that the two together constitute one instrument, having the same validity as a conveyance of the wife's interest, as if executed by husband and wife at the same time.

But I do think that this is correct.

1197 The first paper conveys all the interest of J. L. Majors in

certain land of which he says he and his wife were seized, probably regarding it as common property. He does not undertake to convey any of his wife's interest, only his own. He had no interest to convey.

The said paper only ratifies and confirms that sale. It is not signed by her husband.

Her ratification of his conveyance of his own interest cannot pass her title without express words of grant, and this paper is ineffective to pass her title.

And moreover, her ratification of her husband's act is "upon the consideration expressed in the said contract and sale."

These considerations are "services to be performed" by Ryan.

And on this point there is a direct conflict of testimony between Ryan and Majors as to the performance of any services whatever.

If the two papers together could be held to be a contract to convey, the defendant would have to prove a compliance with the
1198 terms of the contract which he has not done.

I therefore report that the defendant, R. F. Ryan, has no interest in any portion of the Rancho Refugio.

For the purpose of showing at a glance the result of the foregoing report, and the respective interests of the defendants in the several tracts claimed by them, I exhibit the following:

Summary.

Moses A. Meader holds 2-3 und. of tract	A	appox. quan.	100	acres.
Moses A. Meader " " "	B	"	700	"
Moses A. Meader " " "	C	"	100	"
Moses A. Meader " " "	D	"	5,499	"

(Excepting portions held by Adams)

Moses A. Meader has no title to tract E.

Davis & Jordan hold 2-3 und. of tract F..... 200 acres.

Davis & Jordan have no title to tract FF.

R. F. Peckham hold 2-3 und. of tract G..... 300 acres.

A. A. Hecox has no title to tract H nor to any portion of the rancho.

1199 George Pace has no title to tract I, nor to any portion of the Rancho.

Thomas Courtis has no title tract J, nor to any portion of the Rancho.

Maria E. O. de Cadiz has no title to tract K, nor to any portion of the Rancho.

Samuel Adams holds $\frac{2}{3}$ und. of tract L. 1,.....	200	acres.
Samuel Adams do do do do do L. 2,.....	1	do.
Samuel Adams do do do do do L. 3,.....	70	do.

Santa Cruz Petroleum Oil Company have no title to tract, nor to any other portion of the Rancho.

Richard F. Ryan has no title to any portion of the Rancho.

And for the purpose of showing to your honors the condition of

certain of the claims of the defendants under certain contingencies in the deraignment of the title of the sisters, I append the following statement:

First. Meader's three tracts A, B, and C, are derived directly from Jose Bolcoff and Candida, and will remain unaffected by any of the contingencies hereafter suggested.

1200 Second. Meader's title to mortgage league, tract D, depends upon the validity of the service of the summons upon Candida, (p. ante.,) I have held this valid, but if your honors should hold otherwise, then the title to the tract D would not pass to Meader, nor would the title to the tracts L. 1, L. 2 and L. 3 pass to Samuel Adams, as they are within the limits of "D," but the whole tract would remain in Candida, to be divested by her next valid conveyance of "all her interest," which would be to F. Vassault by her deed of Feb'y 21st, 1859, and from Vassault to the plaintiff.

Third. Meader's claim of title to the tract E, constituting the balance of the Rancho, depends not only upon the validity of the service upon Candida, but upon the valididy of the judgment against Candida for deficiency (p. 27, ante.,) which judgment is a personal judgment against her, and all the proceedings under it I have held absolutely void.

1201 But if your honors should regard my report erroneous in this respect, then the title to the tract "E" would pass to Moses A. Meader and to his grantees within those lines, namely: Hecox, (tract H,) Pace, (tract I,) the Santa Cruz Petroleum Oil Company, (tract M,) and Ignacio Castro that part of Rancho west of Baldwin creek and dividing line, (see p. 39. ante.,) and consequently nothing would pass to Le. Plongeon and the defendants, Courtis and Cadiz, claiming under him, would take nothing.

It is therefore only upon the theory of that execution sale being void as to Candidate, that Courtis and Cadiz would take anything, even assuming that the deed to L. Plongeon was valid.

Fourth. The defendants Jordan and Davis, claiming the tract F direct from Jose Bolcoff and Candida, are unaffected by any of these questions.

But their claim to the tract F. F. adjoining the above on the west depends upon the validity of the deed from Jose Bolcoff and
1202 Candida to J. H. Watson (p. 30, ante.,) which I have held invalid.

Fifth. The claim of defendant Peckham to tract G is not affected by any of the above contingencies.

Sixth. The above remarks and the result of my report are further shown by the annexed diagram.

All of which is respectfully submitted.

Dated at San Francisco this 15th day of August, A. D. 1867.

(Signed) HENRY C. HYDE,
Master in equity of the U. S. Circuit C't. for the dis't. of California.

Endorsed: Filed Aug. 15, 1867. Geo. C. Gorham, cl'k. By John G. Wheeler, D. C.

(Here follows diagram marked page 1203.)

1204 In the United States Circuit Court, district of California.

Complainants exceptions to Master's report.

CHARLES E. NORTON
vs.
MOSES A. MEADER *et als.* } In equity.

Plaintiff makes the following exceptions to the report of Henry C. Hyde, master, herein filed in said court, August 15th, 1867.

First. The master reports that Moses A. Meader is entitled to $\frac{2}{3}$ undivided of the tract of land embraced in the mortgage of March 19th, 1853, described on pages 20, 21, 22, of said report, except those parts thereof sold by said master to other defendants; whereas, he should have reported that the proceedings had in foreclosing said mortgage were void, and passed no title to the said Meader, because the summons in said foreclosure suit was not served on Maria Candida Bolcoff, wife of Jose Bolcoff, nor did the court acquire any jurisdiction over her in said suit, because the order of sale under which said property was sold, and the deed of February 15th, 1856, exe-

1205 cuted by the sheriff of Santa Cruz county to Moses A. Meader in pursuance of said sale one unsupported by any judgment or decree in evidence in this cause; and because there is no proof that said Maria Candida ever executed said mortgage, in this, that the certificate of her acknowledgment of said mortgage does not state that she executed the same "without fear" of her husband; nor that she acknowledged the execution at the time she was examined apart from and without the hearing of her husband.

Second. The report of the master finds that said Meader is entitled to the land described in the deed from Jose Bolcoff and wife to him, dated July 22nd, 1850, on page 13 of said report, and there designated as "tract A," whereas said Meader is not entitled to any part of said land, because there is no proof that Maria Candida Bolcoff, wife of said Jose Bolcoff, ever executed said deed, and because the certificate of her acknowledgment of said deed is utterly void, nor did the title acquired by said Maria Candida under the

1206 deed to her from her sister Maria Jacinta Castro of October 4th, 1852, enure to the benefit of said Meader as stated on page 13 of said report, nor is said tract "A" included in the deed of March 31st, 1851, as stated in the report.

Third. The report finds the said Meader is entitled to two-thirds ($\frac{2}{3}$) undivided of the tract of land described in the deed from Bolcoff and wife to said Meader, dated March 31, 1851, being tract "B" on pages 14, 15, of said report; whereas, it should have found that said Meader was not entitled to any part thereof, because there is no proof of the execution of said deed by Maria Candida Bolcoff, wife of Jose Bolcoff; the certificate of her acknowledgment of said deed being fatally defective, in this: that it omits the words "separate and apart from;" the words "freely and voluntarily," and "without fear."

At most the report should give said Meader only one-third ($\frac{1}{3}$) of said tract, because the one-third ($\frac{1}{3}$) acquired by Candida Castro

from Jacinta Castro under the deed of October 4, 1852, did not enure to the benefit of said Meader.

1207 Fourth. The report finds that Samuel Adams is entitled to two-thirds (⅔) undivided of the tracts of land described therein on pages 52, 53, 54, and 55, as tracts "L 1," "L 2," "L 3," whereas, it should have found that he was not entitled to any part thereof, because the verdict and judgment in the suit of F. Vassault *vs.* Moses A. Meader, Asa Hall, *et al.* in the 3rd Judicial District Court, State of California, the record are conclusive against the rights and title of said Adams.

Fifth. The report pages 15 and 16 gives Meader two-thirds (⅔) undivided of the land designated as tract "C" in said report, whereas, it should have found that he was not entitled to any part thereof, because there is no proof that Maria Candida, the wife of Jose Bolcoff ever executed the deed of March 19th, 1853, referred to on page 15 of said report.

Wherefore, plaintiff prays that his exceptions may be allowed.

JOHN R. HARMON,
Solicitor for Complainant.

Endorsed: Filed Sept. 14, 1867. Geo. Whitney, clerk, per John O. Wheeler, D. C.

1208 In the Circuit Court of the United States in and for the district of California, in equity.

Exceptions of the defendant, Moses A. Meader, to Master's report.

CHARLES E. NORTON, complainant,
vs.
MOSES A. MEADER and others, defendants.

And now comes Moses A. Meader, one of the defendants in this cause, and excepts to the report of the master, Henry C. Hyde, in this cause, made and filed on the 15th day of August, A. D. 1867.

1st. Because the said master has found and reported to the court that this defendant "was not a bona fide purchaser without notice of the sisters' title, but that he had actual notice of this title," meaning the right and title of the three sisters, Maria Candida Castro, Jacinta Castro, and Maria de los Angelos Castro, granted, or

1209 alleged to have been granted to them by the Mexican government, in California, in and to the land in controversy in this action, when he, the said master, should have found and reported to the court that this deponent was a bona fide purchaser of the following portions of the tracts of land described in complainant's bill, and in controversy in this action:

1st. All that part of said land known as Rancho Refugio, which part is bounded by a line commencing at a stake and stone near the foot of the first bluff, being north of what was on the 31st day of March, 1851, called R. Vestal's house, and east of a small creek, being at the northeast corner of what was then called Moore's land,

and running thence south 87½ degrees, west 42 6-10 chains, to where was then a stake and stone on the bank of a small creek or
1210 branch; thence north 15 1-10 chains to a stake; thence north 37½ degrees, west 8 chains, to a stake; thence north 1¼ degrees, east 8 chains; thence north 31½ degrees, west 5 chains, to a stake; thence north 17½ degrees, west 21 8-10 chains, to a stake, thence north 1¼ degrees, west 47 chains, to a stake on the bank of a creek near what was then called Moore & Bolcoff's mill; thence 5½ chains to the middle of said mill creek; thence north 9¼ degrees, east along said creek 90 chains, to an oak tree on the bank or side of a branch of the aforesaid stream; thence north 15½ degrees, east 39½ chains to the east line of said Bolcoff's survey; and thence south 31½ degrees, east 197 chains, to the place of beginning.

Secondly. All that portion of said Rancho Refugio embraced within the following lines: commencing at the southwest corner of the land which was on the 19th day of March, A. D. 1863, known as land owned by Moses A. Meader previous to that time, and running
1211 thence up the coast road to the first bridge on a gulch, about five hundred yards, more or less; thence up said gulch to its forks; thence up the western fork of said gulch or creek until it strikes the road leading from the saw mill, then known as Moore's mill, towards Bolcoff's, and thence along the southerly side of the said road northeasterly to the said land then known as the land of the said Moses A. Meader; and thence along the said lands, then known as the lands of the said Moses A. Meader, to the place of beginning, containing one hundred acres, more or less.

Thirdly. All that part of said Rancho Refugio, which part is bounded by a line beginning at a point on the Bay of Monterey, at the southwest corner of land, on the 19th day of March, A. D. 1853, or just before then known as Eli Moore's land; and running thence westerly along the sea beach, about three miles, to the mouth
1212 of a small stream of water, running just beyond where Alfred Baldwin then lived, and known as the Baldwin creek; thence from the mouth of said stream, up the middle channel thereof, in a northerly course for three miles; thence easterly to the western boundary of the land, then known as land owned by Moses A. Meader previous to that time, striking the said line at a point three miles northerly of the place of beginning; thence southerly to the public road, leading up the coast from what was then Elic Koon's dwelling house; thence easterly along said road to the northwest corner of what was then known as Moore' land; and thence along the western line of what was so known as Moore's land to the place of beginning.

Fourthly. All the remainder of said Rancho Refugio which is not hereinbefore described.

1213 2nd exception. Because the said master has found and reported to this court that the tract "B," described in his report of 700 acres, "was conveyed by Bolcoff and wife (Candida) to Meader, March 31st, 1851, by bargain and sale, Candida then holding one-third undivided," and that Meader also acquired another 3d

undivided by the conveyance "gift" of Jacinto, one of the sisters, to Candida, October 4, 1852, of her interest $\frac{1}{3}$ in the Rancho Refugio, which enured to the benefit of Meader; when instead thereof, he should have found and reported to the court that said tract of land "B" of 700 acres, was conveyed by Jose Bolcoff and his wife, Candida, to the defendant, Moses A. Meader, on the 19th day of March, A. D. 1853, she, the said Candida, then being the owner of $\frac{2}{3}$ undivided of the same.

3d exception. Because the said master has found and reported to this court, that this defendant "holds $\frac{2}{3}$ undivided of those
1214 portions of the Rancho Refugio situate in the county of Santa Cruz, and State of California, bounded and described as follows: All that part of said land known as Ranch Refugio, which part is bounded by a line commencing at a stake and stone near the foot of the first bluff, being north of what was on the 31 day of March, 1851, called R. Vestal's house, and east of a small creek, being to the northeast corner of what was then called Norris' land, and running thence south 87½ degrees, west 42 6-10 chains to where was then a stake and stone on the north bank of a small creek or branch; thence north 15 1-10 chains to a stake; thence north 1¼ degrees east 8 chains; thence north 31½ degrees west 5 chains to a stake; thence north 17½ degrees west 21 8-10 chains to a stake; thence north 1¾ degrees west 47 chains to a stake on the bank of the creek near what was then called Moore & Bolcoff's mill; thence
1215 west 5½ chains to the middle of said mill creek; thence north 9¼ degrees east along said creek 90 chains to an oak tree on the bank or side of a branch of the aforesaid stream; thence north 15½ degrees east 39½ chains to the east line of said Bolcoff's survey; and thence south 31½ degrees east 197 chains to the place of beginning; and secondly, all that portion of said Rancho Refugio embraced within the following lines: Commencing at the southwest corner of the land which was on the 19th day of March, A. D. 1853, known as land owned by Moses A. Meader, previous to that time, and running thence up the coast road to a bridge on a gulch about five hundred varas, more or less; thence up said gulch to its forks; thence up the western fork of said gulch or creek until it strikes the road leading from the saw mill; thence known as Moore's mill towards Bolcoff's; and thence along the southerly side of the said road north-
1216 easterly to the said land then known as the land of the said Moses A. Meader; and thence along the said lands then known as the lands of the said Meader, to the place of beginning, containing one hundred acres, more or less; and thirdly, all that part of said Rancho Refugio, which part is bounded by a line beginning at a point on the bay of Monterey, on the southwest corner of land on the 19th day of March, A. D. 1853, or just before then known as Eli Moore's land, and running thence westerly along the sea beach about three miles to the mouth of a small stream of water, running just beyond where Alfred Baldwin then lived, and known as the Baldwin Creek; thence from the mouth of said stream up the middle channel thereof in a northerly course for three miles; thence easterly

to the western boundary of land then known as land owned by Moses A. Meader, previous to that time, striking the said line at a point three miles northerly of the place of beginning; thence
1217 southerly to the public road leading up the coast from what was then Eli Moore's dwelling-house; thence easterly along said road to the northwest corner of what was then known as Moore's land; and thence along the western line of what was so known as Moore's land to the place of beginning, the same being subject to partition with the balance of said Rancho, among all the owners thereof, and that no title to any part of the balance of the Refugio Rancho (described in the proceeding under the execution of Oct. 31st, 1855, against Candida for deficiency) passed to Meader at the sheriff's sale under said execution; and that the interest of Candida in the balance of said Rancho was not divested by any of said proceedings, when he the said Master, should have found and reported to this court that this defendant was the owner and holder of two-thirds undivided under title derived from Maria Candida Cas-
1218 tro and Jacinto Castro, of all the tract of land in the State of California, and county of Santa Cruz, known as Rancho Refugio, except that portion thereof conveyed by the said Maria Candida Castro to A. P. Jordan, October 3d, 1853, and claimed by the defendants Isaac E. Davis and Albion P. Jordan, and the portion thereof conveyed by the said Maria Candida Castro to John H. Watson on the 10th day of November 1855, and claimed by the defendants Isaac E. Davis and Albion P. Jordon, and the portion thereof by the said Maria Candida Castro to John H. Watson, June 1st, 1855, and claimed by the defendant Robert F. Peckham, and the portion thereof conveyed by the said Maria Candida Castro to Robert F. Peckham, and John H. Coult, June 1st, 1855, and claimed by the defendant Robert F. Peckham, and that portion thereof conveyed by the defendant Moses A. Meader to Igancio Castro, September 3d, 1856, and claimed by the defendants George Pace, Thomas Curtis and Maria O'de Cadiz, and that portion thereof
1219 conveyed by the defendant Moses A. Meader to Manuel F. Brocklebank, on the 10th day of July, 1863, now claimed by the defendants "the Santa Cruz Petroleum Oil Works Company," and that portion thereof conveyed by the defendant Moses A. Meader to Bascom B. Case, on the 22d day of May, 1856, and now claimed by the defendant, Adna A. Hecox; and those several portions thereof conveyed by the defendant Moses A. Meader to the defendant Samuel Adams, by two deeds, one dated February 2d, A. D. 1858, and the other dated June 16, A. D. 1862, the same being held subject to a partition with all the other owners thereof.

4th exception.—Because the said Master has found and certified, that so much of the decree and judgment entered on the 3d day of July, 1855, in the District Court of the third judicial district of the State of California, in and for the county of Santa Cruz, in the
1220 action then pending therein, in which Moses A. Meader was the complainant, and Jose Bolcoff, Maria Candida Bolcoff; Francisco Bolcoff, and Juan Polcoff were defendants, which decree

was read in evidence before this honorable court herein, and at the hearing before said Master, as ordered, execution against the said Maria Candida Bolcoff for the amount of any unpaid balance that might remain of the said judgment after applying thereto the proceeds of the sale of the mortgaged premises, in said decree mentioned, was and is null and void, and not voidable merely, when the said master ought to have certified that the same was valid in all respects until reversed, vacated, or set aside by a direct proceeding for that purpose.

5th exception.—Because the said master has, in and by his said report, found and certified that no title passed to the defendant, Moses A. Meader, at the sheriff's sale, and by the sheriff's deeds, had and made under the execution issued for the said de-
1221 ficiency remaining unpaid upon said judgment, which said proceedings and said deeds were read in evidence before this court, and before said master, at the hearing of this matter, to whom the said master ought to have reported that the said sheriff's sale and sheriff's deeds thereunder did pass to and vested in this defendant, all the estate and title of the said Maria Candida Castro in and to the land described in said sheriff's deeds.

Wherefore this deponent excepts to the report of the said master, and appeals therefrom to this court, and prays that the report of said master may be set aside, so far as relates to each and every of the matters so excepted to, and that the said report be amended by a reference back to the master, or otherwise, according to equity and the practice of the court, and that this defendant may have such further and other relief in the premises as may be according to law, equity, and good conscience, and he will ever pray.

R. F. PEKCHAM,
Solicitor for defendant, Moses A. Meader.

Endorsed: Filed Sept. 14, 1867. Geo. E. Whitney, cl'k. By John O. Wheeler, dep.

1222 In the Circuit Court of the United States in and for the district of California.

Exceptions of Sam'l Adams to Master's report.

CHARLES E. NORTON, complainant,
vs.
MOSES A. MEADER, *et als.*, defendants. } In equity.

Exceptions of the defendant, Samuel Adams, to the master's report.

Now comes Samuel Adams, one of the defendants in this cause, and excepts to the report of the master, Henry C. Hyde, made and filed on the 15th day of August, A. D. 1867.

1st. Because the said master has found and reported to this court, that this defendant was not a bona fide purchaser, without notice of the

sisters' title, when he, the said master, should have found and reported to the court, that this defendant was a bona fide purchaser of the following tracts of land, parcels of the land described in the complainant's bill, and in controversy in this action:

1223 1st. That certain part of said Rancho Refugio bounded by a line commencing at a stake marked "A," on a pile of stones facing trees marked B. T., and a point of lime-stone boulders, and running thence west 44 72-100 chains, to a stake marked A 11, facing trees marked B. T.; and from thence running N. 44 72-100 chains, to a stake marked A 111, facing trees marked B. T.; and from thence 44 72-100, to the place of beginning, containing 200 acres, more or less.

Also, that certain part of said rancho, bounded by a line commencing at a point on the Bay of Monterey, in a small inlet of said bay, at the north side of the slide now used for shipping purposes, known as the Russian landing, where stands a stake, and running thence S. 74° 30', E. 3 16-100 chains; thence S. 05° 30', W. 3 16-100 chains; thence N. 74° 30', W. 2 50-100 chains, to said inlet of the bay; and from thence along the bay to the place of beginning, containing one acre more or less; and that he so purchased the same under the title of Jose Bolcoff, without notice of any equity in three sisters Castro or their assigns.

1224 And the said master should have also found and reported to the court, that the defendant was a bona fide purchaser of the following tract of land, parcel of the land described in complainant's bill, and bounded by a line commencing at the N.W. corner of the tract of land on which Samuel Adams' lime kiln is situated, at a madrona stake marked A 111, designated by two bearing trees faced and marked B. T.; thence by true meridian magnetic variation N. 15° 38', E., north 15 72-100 chains, to a redwood post marked A 11, which stands on open land on the west bank of a small ravine; thence E. 9 50-100 chains, to a redwood stake at the southerly corner of land of Davis and Jordan; thence E. 35 25-100 chains, to a madrona stake A 111, which stands on a brush ridge, and is designated by two bearing trees, a madrona and a lilaac, faced and marked B. T.; thence south 15 72-100 chains, to a stake marked A 111, which stands on the south bank of a running stream, designated by two bearing trees faced and marked B. T.; thence west 44 72-100 chains, to the place of beginning, containing 70 299-1000 acres; and that he so

1225 purchased the same under the title of Jose Bolcoff, without notice of any equity in the three sisters Castro, or their assigns.

Wherefore this defendant excepts to the report of the said master, and appeals therefrom to this honorable court, and prays that the report of the said master may be set aside, so far as relates to each and every of the said matters so excepted to, and that said report may be amended by a reference back to said master, or otherwise, according to equity and the practice of this court, and that this defendant may have such other and further relief in the premises, as

may be according to law, equity, and good conscience; and he will ever pray.

R. F. PECKHAM,
Solicitor for defendant, Samuel Adams.

Endorsed: Filed Sept. 14, 1867. Geo. E. Whitney, clerk. Pr John O. Wheeler, dep'y.

1226 In the Circuit Court of the United States in and for the District of California.

Exceptions of Adna A. Hecox to Master's report.

CHARLES E. NORTON, complainant,
vs.
MOSES A. MEADER, defendant.

Exceptions of the defendant, Adna A. Hecox, to the master's report.

Now comes Adna A. Hecox, one of the defendants in this cause, and excepts to the report of the master, Henry C. Hyde, in this cause, made and filed on the 15th day of August, A. D. 1867:

1st. Because the said master has found and reported to the court, that this defendant has acquired no portion of the sisters' title, and has no title to any portion of the Rancho Refugio; whereas, he should have found and reported to the court, that this defendant had
1227 title, by deraignment, from two of the sisters Castro, viz: Maria Candida Castro, wife of Jose Bolcoff, and Maria Jacinta Castro, to two equal undivided third parts of that part of the said Rancho Refugio on which Bascomb B. Case resided on the 22nd day of May, 1856, and containing 100 acres, and bounded by a line commencing at the point of bituminous sandstone for the westerly corner thereof, and running thence N. 28°, E. 31 62-100 chains; thence S. 62°, E. 31 63-100 chains; and thence S. 28°, W. 31 63-100 chains; and thence N. 62°, W. 31 63-100 chains, to the place of beginning.

2nd. The said referee has found and certified to this court, that this defendant had no title to any portion of the Rancho Refugio; whereas he should have found and reported to the court, that this defendant was a purchaser, in good faith, and for a valuable consideration, of title derived from Jose Bolcoff, in that part of the Rancho Refugio on which Bascom B. Case resided on the 22nd day of May, A. D. 1856, and containing 100 acres, and bounded by a line commencing at the point of bituminous sandstone for the westerly
1228 corner thereof, and running thence N. 28°, E. 31 62-100 chains; thence S. 62°, E. 31 63-100 chains; thence S. 28°, W. 31 63-100 chains; and thence N. 62°, W. 31 63-100 chains, to the place of beginning; and that at the time of such purchase, he had no notice of the title of the three sisters Castro, or of the title granted to them.

3rd. Because the said master has found and certified that so much of the decree and judgment entered on the 3rd day of July, 1855, in

the District Court of the third judicial district of the State of California, in and for the county of Santa Cruz, in the action then pending therein, in which Moses A. Meader was the complainant, and Jose Bolcoff, Maria Candida Balcoff, Francisco Bolcoff, and Juan Bolcoff, were defendants, which decree was read in evidence before this honorable court herein, and at the hearing before said master, as ordered, execution against the said Maria Candida Bolcoff for the amount of any unpaid balance that might remain of the said judgment after applying thereto the proceeds of the sale of the mortgaged premises in said decree mentioned was, and is, null and
1229 void, and not voidable merely when the said master ought to have certified that the same was valid in all respects until reversed, vacated, or set aside by a direct proceeding for that purpose.

5th. Because the said master in and by his said report found and certified that no title passed to the defendant, Moses A. Meader, at the sheriff's sale, and by the sheriff's deeds had and made under the execution issued for the said deficiency remaining unpaid upon such judgment, which said proceedings and said deeds were read in evidence before this court, and before said master at the hearing of this matter, when the said master ought to have reported that the said sheriff's sale and sheriff's deeds thereunder did pass to, and vested in, the said Moses A. Meader, all the estate and title of the said Maria Candida Castro in and to the land described in said sheriff's deeds.

Wherefore, this defendant excepts to the report of the said master, and appeals therefrom to this court, and prays that the report
1230 of said master may be set aside, so far as relates to each and every of the matters so excepted to, and that the said report be amended by a reference back to the master, or otherwise, according to equity and the practice of the court, and that this defendant may have such further and other relief in the premises as may be, according to law, equity, and good conscience, and he will ever pray.

R. F. PECKMAN,
Solicitor for Defendant, Adna A. Hecox.

Endorsed: Filed Sept. 14, 1867. Geo. E. Whitney, clerk. John O. Wheeler, deputy.

1131

1132 In the Circuit Court of the Uited States in and for the district of California.

Exceptions of the defendants, Isaac E. Davis and Albion P. Jordon to Master's report.

CHARLES E. NORTON, complainant,
vs.
MOSES A. MEADER *et als.*, defendants. } In equity.

And now come Isaac E. Davis and Albion P. Jordan, two of the defendants in this cause, and except to the report of the master,

Henry C. Hyde, in this cause, made and filed on the 15th day of August, A. D. 1867.

1st. Because the said master has found and reported to the court that these defendants were not bona fide purchasers, without notice of the sister's title when he, the said master, should have found and reported to the court that these defendants were bona fide purchasers of the following-described tract of land, part of the land in controversy in this action, and described in complainant's bill, and
1233 bounded by a line commencing at the N.E. corner of land known on the 5th day of October, A. D. 1853, as Moses A. Meader's land, at a madrona tree and running thence by true meridian magnetic variation, north 15° 3′ east, N. 2° W. 16° 15′ west 6 chains; thence north 16° 30′ east 6 19-100 chains; thence north 11° 30′ west 2 50-100 chains; thence north 19° 15′ west 5 34-100 chains; thence north 37° 45′ west 42 62-100 chains; thence south 15° 30′ west 75 69-100 chains; and thence north 67° 36-100 chains east 50 36-100 chains to the place of beginning, containing an area of 200 70-100 acres of land.

And also the following described tract of land, part of the land in controversy in this action, and described in complainant's bill, and bounded by a line commencing at a point an the dry creek on the Refugio Rancho, three miles from the coast at the N. E. corner of the land known on the 10th day of July, A. D. 1855, as the land covered by Moses A. Meader's mortgage; thence along said mortgage land north to the summit of the ridge; and thence easterly along the ridge road to the northern corner of lands then known as lands sold to Albion P. Jordan by Bolcoff; thence southerly
1234 along the line of the land then known as the land of said Jordan, to the place of beginning, embracing 600 acres, exclusive of land sold to Nutter and Case.

2nd exception. Because the said master has found and reported to this court that the certificate of acknowledgment by Maria Candida Bolcoff of the deed from Jose Bolcoff, Maria Candida Bolcoff, and others, to John H. Watson, dated July 10th, A. D. 1855, was defective, and that said deed did not pass the title of the said Maria Candida to the said Watson in the land described in said deed, when the said master should have found and reported to the court that said deed was a good and valid deed, and did pass the title of the said Maria Candida in the land therein described, and should have found and reported to the court that these defendants were the owners of two undivided thirds of the land described in said deed, as follows:

And bounded by a line commencing at a point on the dry creek on the Refugio Rancho, three miles from the coast, at the northeast corner of the land known on the 10th day of July, A. D. 1855,
1235 as the land covered by Moses A. Meader's mortgage; thence along said mortgage line north to the summit of the ridge, and thence easterly along the ridge road to the northern corner of lands now known as the lands sold by Bolcoff to A. P. Jordan; thence southerly along the line of the land then known as the land of said Jordan, to the place of beginning, embracing 600 acres, exlusive

of land sold to Nutter and Case, and that their title to the same was deraigned from two of the sisters, Maria Jacinta Castro and Jacinta Castro.

Wherefore, these defendants except to the report of the said master, and appeal therefrom to this honorable court, and pray that the report of the said master may be set aside, so far as relates to each and every of the said matters so excepted to, and the said report may be amended by a reference back to said master, or otherwise, according to equity and the practice of this court, and that the said defendants may have such further and other relief in the premises as may be according to law, equity, and good conscience, and they will ever pray.

R. F. PECKHAM,
Solicitors for Defendants, Isaac E. Davis, Albion P. Jordan.

1236 Endorsed: Filed Sep. 14, 1867. Geo. E. Whitney, cl'k. P'r John O. Wheeler, dep.

1238 *Opinion.*

CHARLES E. NORTON
vs.
MOSES A. MEADER *et al.*

By the decision rendered in this case, the defendants, who had not disclaimed the possession of any right in the premises, were declared to be trustees for the complainant of the legal title held by them respectively of the portions of the tract of land situated in the county of Santa Cruz, known as El Refugio, except where they were bona fida purchasers for a valuable consideration, without notice of the claim of the three sisters, Maria Candida Castro, Maria Jacinto Castro, and Maria de los Angeles Castro, and except also so far as they had acquired by conveyance or release the interest of the sisters. A reference was accordingly ordered to a master to take the necessary proofs, and report which of the defendants, if any, were such bona fida purchasers, and what parcels were thus purchased; and also of what parcels the interest of the sisters, or any of them, had been conveyed to the defendants, with all necessary particulars. The master has made a very elaborate report upon the matters referred, and the case now comes up on exceptions to the report.

The exceptions are numerous, and not always consistent with each other. We shall not undertake to pass upon them separately, but will consider the principal matters objected to in the report in the order in which they are treated by the master. The first matter of exception is the ruling upon the proof of service of the summons in the case of Moses A. Meader *vs* Jose Bolcoff and Maria Candida, his wife, and others.

It appears in evidence that on the 19th of March, 1853, Bolcoff and his wife and two sons executed a mortgage to Meader upon a portion of the premises, being a tract of about three miles square, to secure their joint and several promissory note of $8,073, drawing interest

at the rate of 3 per cent. a month. The case referred to was a suit to forclose this mortgage. The proof of service consisted in two certificates of the sheriff—one endorsed upon the summons, and one upon a certified copy of the complaint. The first certificate was as follows: "Personally served the within summons on Maria Candida Bolcoff by delivery of a true —— of this writ, attached to a certified copy of complaint. The said defendant refused to take the writ. I laid it on a chair in the presence of said defendant [and] in the presence of one Frank Roan. Santa Cruz, June 13, 1855." The second certificate is dated June 19, 1855, and is to the effect that on the 13th of June, the sheriff served the complaint on the defendant by personally delivering to her, in the town of Santa Cruz, a true —— of the complaint attached to a true copy of the summons.

Two objections are taken to these certificates: 1st, that they do not show a service of a copy of the summons; and 2d, that a deposit of the paper designated on a chair in the presence of the defendant, upon her refusal to receive it, was not a sufficient delivery.

We do not think either of the objections well taken. The blanks in both certificates should have been filled with the word "copy," but no one could possibly be misled by the omission, or hesitate as to the word to be supplied. Were this otherwise, the omission in one certificate is cured by the statement in the other. The two certificates taken together show a compliance with the requirement of the statute. (See Billings *vs.* Roadhouse, 5 Cal. 71, and Moore *vs.* Semple, 11 Cal. 360.)

The second objection is no better than the first. If a defendant declines to receive from the proper officer a paper presented by him for service, he may deposit it at any convenient place in the presence of the party. The objection that the officer did not explain the character of the paper cannot be heard from the defendant. She should have received it and examined it herself, or if unable to read, sought an explanation of its purport from those who could. Had she desired it, the officer would have given her the necessary information. The ruling of the master upon the sufficiency of the proof of service was correct.

But independent of the certificates, the service is sufficiently shown by the decree itself. That recites, among other things, that it appeared to the court that all of the defendants had been legally summoned. The fact was an essential preliminary to the entry of the decree, and of facts of that nature the recital is *prima facia* evidence. (Comstock *vs.* Crawford, 3 Wat., 396; Barber *vs.* Winslow, 12 Wend., 102; Porter *vs.* Merchants' Bank, 28 N. Y., 641.)

In the foreclosure suit a decree was rendered July 3d, 1855, directing that the mortgaged premises be sold; that the complainant recover against the mortgagors the amount of the promissory note, principal and interest, which was stated, besides the costs; that the proceeds of the sale be applied to the payment of that amount; that any surplus remaining be paid to the mortgagors, and that execution issue against them for any deficiency. Under this decree the mortgaged premises were sold, and were bid in by Meader, to whom a

deed was subsequently executed by the sheriff. The proceeds received did not pay the amount due on the mortgage. A deficiency of over $7,000 remained. For this deficiency an execution was issued and a sale was made thereunder of the separate property of Candida in the balance of the Rancho el Refugio, which at that time consisted of two undivided thirds. At the sale Meader became the purchaser, and in due time received the sheriff's deed. The master held the present judgment against Candida, and the sale under it void, and this ruling constitutes the second matter of exception to his report.

We think the ruling was clearly correct. Except in certain special cases, to which we will presently refer, a married woman is incapable of contracting a personal obligation. Her disability, arising from her coverture, prevails in all its force in this State as at common law. By no form of acknowledgment, or mode of execution, can this disability be overcome. Her signature will not impart validity to the contract; nor will her uniting in its execution with her husband render it any more than his personal obligation.

It is true that in some States equity will impose, as a charge upon her separate estate, the payment of a debt contracted for the benefit of such estate, or for her own benefit upon its credit, but this liability of her separate estate does not exist even there, according to the later and better considered cases, unless the engaagement of the wife specifically relate to such estate, or indicate an intention specifically to charge it. (Yale *vs.* Dederer, 18 N. Y. 269; same case, 22 N. Y. 451.) In this State her separate estate cannot be charged except by instrument in writing executed both by herself and husband. (Maclay *vs.* Love *et al.*, 25 Cal. 367.)

The special cases referred to where this disability does not exist with a married woman, are those where she acts as sole trader by the custom of London, or in this country by special legislation, or where she is obliged from necessity to act as a femme sole, as where her husband has absconded and abjured the country, or has been exiled, or has been imprisoned for life or years. In these last-mentioned cases the husband is regarded as civilly dead, and the wife as being in a state of widowhood. Except in such cases as these the common law rule prevails.

The case at bar is not one of the exceptional cases. It does not rest upon any valid obligation of Candida. The prommissory note for the security of which the mortgage was executed, was not binding upon her. It was only binding upon her husband and her sons. The execution of the mortgage created an incumbrance upon her interest in the property described therein; but it did not relate to or affect her interest in any other property.

The general doctrine as we have stated, it is not controverted by counsel. Their position is, that the court which rendered the decree and ordered execution for the balance, had jurisdiction over the parties and the subject matter of the suit—the enforcement of payment of the debt by directing a sale of the mortgaged premises and execution for any deficiency in the proceeds; and that its decree, however erroneous, cannot be questioned collaterally.

The general binding force of judgments and decrees of courts, where they have jurisdiction over the parties and the subject matter is admitted. Such judgments and decrees are binding until reversed by regular proceedings; but the very question presented here is, had the court, which acted in this case, any jurisdiction to render a personal judgment upon the contract of a married woman, and to direct the enforcement of the judgment by execution against her property, except in the special cases mentioned.

To this question we think that there can be only one answer, and that this answer must be in the negative. All courts, even such as are designated courts of superior or general authority, are more or less limited in their jurisdiction; they are limited to a particular kind of cases, such as civil or criminal; or to pa ticular modes of administering relief, such as legal or equitable; or to transactions of a special character, such as arise upon the high seas, or to the use of particular process in the enforcement of their judgment.

Now, by the general law a married woman cannot be personally bound by her contract; nor can she, by the general law, be subjected on her contract to a personal judgment. It matters not upon what consideration the contract is made; that inquiry cannot be had, nor the further inquiry, whether equity may not furnish some relief from the separate property of the party. However these inquiries might result, no personal judgment could follow; for such judgment upon the contract no court is competent to render. In this respect the jurisdiction of every court is limited. Various reasons are assigned for this limitation, some of which would not be applicable under our altered laws. Reeves, in his treatise on Baron and Femme, states, "that no action at law can be maintained against her. For the judgment in that case would subject her person to imprisonment; and thus the husband's right to the person of his wife would be infringed, which the law will not permit in any case of a civil concern." "And for the same reason," he continues, "there can be no personal decree against her in chancery. It must be one that reaches her property only." (Page 171.)

Whatever may have been the reason originally assigned for the limitation upon the authority of the courts, the existence of the limitation is unquestionable.

In Wallace *vs.* Rippon and wife, (2 Bay, S. C. 112) judgment had been taken against the wife jointly with the husband upon a bond signed by both, and on the execution issued she was arrested. On a motion for her discharge her counsel contended that as she was under coverture at the time the bond was given, it was absolutely null and void, and that all proceedings upon it were equally so. On the other hand it was argued that she was a femme sole dealer, and had the right, under a special agreement of her husband, pursuant to an act of the State, to make such contracts, and that having done so she was bound in her person and estate to fulfil them. But the judges were all of opinion that the bond was "originally void as to her, and consequently all the proceedings upon it were void also. That a femme covert may be made a sole trader under the act of As-

sembly, and even in some cases by the common law, but then that must always be set forth in the original contract, and specially shown in the legal proceedings, and alleged in the record, as it is a deviation from the general law of the land. In the present case there is no such allegation; consequently all the proceedings upon the face of them are absolutely void as against her, but are good and valid against the husband." She was accordingly discharged.

In Griffith *vs.* Clarke (18 Md. 457) a bill was filed to enjoin the enforcement out of the separate estate of the wife of a personal judgment entered by default against herself and husband upon a note signed by both. The lower court of Maryland having refused to dissolve an injunction issued, the case went to the Court of Appeals of the State. It was there urged that the judgment could not be impeached on the ground of coverture, or any other ground which could have been used as a defence at law. But the court said that the note signed by the wife could not be enforced by any proceedings at law, and that the judgment entered against her by default was a nullity.

In Morse *vs.* Tappan (3 Gray, 411) it was held by the Supreme Court of Massachusetts, that a judgment recovered against a married woman was void, though founded upon a contract made by her in carrying on business on her own account, and while living separate from her husband. The action was brought upon the judgment which had been recovered against her by default upon a note given by her for articles necessary to carry on her business, which was that of a keeper of a boarding house. The court said: "The fact that the defendant was a married woman when the judgment was rendered against her, would alone be a good bar to this action. It would be the same as if she had entered into an obligation by bond at the same time to which she must have pleaded non est factum. A judgment is in the nature of a contract; it is a speciality and creates a debt, and to have that effect it must be taken against one capable of contracting a debt."

In Downer *vs.* Scott (3 Whar. 309) the Supreme Court of Pennsylvania held that a judgment which had been entered upon a bond and warrant of attorney, executed by a married woman with her husband was void, and that a judgment obtained upon a scire
1239 facias issued thereon was also void as respects her and her estate. The case of Caldwell *vs.* Walters, in the same court, is of similar import. (18 Penn. State Rep. 19.)

The cases cited by counsel from the reports of the Supreme Court of Texas, would appear to be opposed to this view. By that court it has been held that a personal judgment against a married woman is valid until reversed on appeal, and that under the execution issued thereon her separate estate may be sold.

This was held in Howard and wife *vs.* North, (5 Texas, 290,) where the judgment had been rendered against husband and wife for fraudulent representations in the sale of land. "The acts of femmes covert, in pais," said the court, "may be, and frequently are, void; yet this does not impair the conclusive force of judgments to which

they are parties; and if they be not reversed on error or appeal their effects cannot be gainsaid when they are enforced by ultimate process, or where they are brought to bear on their rights, in any future controversy." And the same doctrine has been applied there to personal judgments entered upon contracts of married women; such at least we infer to be the fact, from the refusal of that court to reverse on appeal such judgments when rendered by default or consent. (Laird *vs.* Thomas, 22 Texas, 276; Bullock *vs.* Huyter, 24 Ibid, 9.) These decisions are exceptional, and proceed upon the peculiar statute of Texas, respecting the rights and powers of married women, and do not affect the general rule of law which prevails here.

The claim of the defendant Courtis covers about two-thirds of the entire rancho. He deraigns his title from Bolcoff and wife through their conveyance to Augustus Le Plongeon, dated November 21, 1857. The master held that the certificate made by the county clerk of the acknowledgment of the wife Candida of the execution of this conveyance was radically defective; and this holding constitutes another ground of exception to his report.

The certificate was held defective in two particulars: 1st. That it does not state that the contents of the deed were made known to her by the officer himself, but only through a sworn interpreter, and 2d. That it does not state to whom the acknowledgment was made.

The certificate states in the first place the personal appearance of the grantors before the officer; his knowledge that they were the persons described in, and who executed the conveyance, and the acknowledgment of both to him of their free and voluntary execution of the instrument for the uses and purposes therein mentioned. It then proceeds to give the separate acknowledgment of the wife, and states that on an examination separate and apart, and without the hearing of her husband, on being made acquainted with the contents of the conveyance "through Frank Alzine, an interpreter, duly sworn," acknowledged that she executed the same, without fear or compulsion, or undue influence of her husband, and that she did not wish to retract the execution of the same.

The certificate is sufficient in all particulars. The officer taking the acknowledgment of a married woman to a conveyance is directed to see that she is made acquainted with the contents of the instrument. He is thus authorized and required to use the ordinary and customary mode of communicating the information to her. If she understands our language, that would be the appropriate vehicle of communication; if a foreigner ignorant of our language, the employment of a sworn interpreter would be the natural means in analogy to the course pursued in taking testimony in the courts of justice; if deaf and she reads writing, the information might be given by the pen; or if she understood them by the signs employed by mutes. The officer will comply with the law when he avails himself of the common means used by men in the ordinary transactions of life, exacting from the agents employed the security of an oath. It is not necessary however for him to state in his certificate in what manner the information is imparted.

The second objection is without force. The certificate first states the fact of acknowledgment by both husband and wife to the officer' and then proceeds to give the character of the separate acknowledgment; which means of course the separate acknowledgment to himself, not to any other person.

The deed of Plongeon to Touchard, through which the defendant, Courtis, traces his title, in terms excepts from its operation several tracts of land—among others a tract conveyed to Ignacio Castro, by deed dated September 3, 1866. The counsel of Courtis objects to the exception as void for uncertainty, and cites the case of Jackson *vs.* Hudson (3 Johnson, 387) where the court said: "An exception in a deed is always to be taken most favorably for the grantee, and if it be not set down and described with certainty, the grantee shall have the benefit of the defect." In that case two deeds were in evidence, containing exceptions; one of them was for one-half of certain patented premises, and the exception was of "1,000 acres before conveyed to David Schuyler." The other deed was for one-forth of the patent and the exception was of "500 acres before conveyed" to the same person. It did not appear in what part of the tract covered by the patent these two parcels had been located, and there was sufficient land to supply them without touching any part of the premises in controversy. As the deeds were not explicit in this respect, the court held that the grantee was at liberty to locate the excepted tracts on whatever part of the patent he pleased as against any other person but Schuyler; observing that where a deed may enure in different ways the grantee shall have his election which way to take it, and then lays down the general rule cited by counsel. There is nothing in this decision which supports the objection taken in this case. Here the deed to Ignacio, which is referred to, does locate the excepted tract and give with precision its boundaries. There is no uncertainty in an exception in the sense of the rule, where reference is made to the deed of the property for a description of the excepted tract. Here the only uncertainty is as to the deed mentioned; but the name of its grantee and its date being given, enough is presented to lead to inquiry; and slight inquiry would have furnished all required information.

The defendants, the Santa Cruz Petroleum Oil Works Company, hold two undivided thirds of the tract of five hundred acres claimed by them, through sundry mesne conveyances from two of the sisters. They insist moreover that they are entitled to hold the entire interest as bona fide purchasers for value without notice. We think it very clear, from the evidence presented that the parties purchased in the belief that they were acquiring a good title, that they were advised, and acted upon the opinion that the patent to Bolcoff settled adversely to the claims of the sisters all question as to the title of the land, and that they paid a full price for the premises. That they acted honestly there is no doubt; but still it is clear that they acted with full knowledge of the pretensions made by the sisters. The question therefore is not as to the good faith of the parties—mere good faith cannot transfer title from one who does not possess it—

but whether they constitute in the sense of the law such bona fide purchasers as will entitle them to hold the apparent title which they acquired against the true owner. The law does not intend to give one man's property to another, though the latter may have ignorantly paid to a stranger its true value. But there are certain evidences of ownership, upon which it is important, for the interests of society, that parties in the purchase of property should be able to rely with confidence. Whoever purchases for a valuable consideration, relying solely upon these evidences, without notice of other claims, is protected in his purchase. But the position of the purchaser is entirely changed when he has at the time notice of the claims of others to the property. He is then put upon inquiry as to the nature and extent of the claims, and must act at his peril. He cannot afterwards invoke the protection of the court against what he knew existed at the time, however thorough may have been his investigations as to the grounds of such claims, or complete his conviction of their worthlessness.

Now, in the present case, it is clear, as we have already stated, that the defendants, the Petroleum Oil Works Company, were informed of the pretensions made by the sisters; that they knew that these pretensions had been asserted in the courts; that they were not abandoned; that for one parcel at least, a recovery had been had upon the title of the sisters; and that conveyances had been made by the sisters to the grantee of the complainant. The abstract of title furnished these defendants before completing their purchase, gave them the information. They therefore purchased with notice, and must take the consequences of their error of judgment.

The defendant, Ryan, asserts a claim to one undivided third of a league in the Rancho, under Joseph S. Majors, and Maria de los Angeles, his wife—one of the three sisters. The claim is founded upon two instruments:

1st. A deed from Majors of his interest in the undivided third for legal services to be rendered in the recovery of, or in defending the claim of Majors to one-third of the rancho.

2d. An instrument executed and acknowledged by Los Angeles, purporting to ratify the contract and deed of her husband. Neither instrument bears any date, but the first was acknowledged on the 17th of October, 1855, and the second was acknowledged on the 16th of June, 1858, and also on the 27th of August, of the same year. The two instruments are attached together, and it is contended that they are to be regarded as one instrument, and to have the effect of a joint conveyance.

There is nothing in the position; Majors never had any interest to convey. A ratification by his wife of his deed could have been ineffectual to pass her title. But a married woman cannot by an instrument, executed by herself alone, ratify an instrument which she never executed. She cannot ratify an act confessedly done in disregard of the requirements of the statute, by a second act in which all the formalities essential to the validity of the original act are omitted.

A valid act cannot be accoomplished by two illegal attempts at its execution.

This concludes our examination of all the matters objected to which are deemed of sufficient importance to require special notice. The alternative report of the master, made upon the hypothesis that his own view of the certificate of acknowledgment to the deed of Plungeon, might be erroneous, and that such certificate might be held valid, will be adopted in lieu of the report made. All the exceptions of the defendants which are not sustained by this opinion are disallowed.

An order in conformity with the views here expressed will be entered; and the case will be referred to the master to prepare the draft of a final decree to be entered in the cause. In settling the form of the decree the master will fix a day for the hearing of the parties.

FIELD, *J.*

Endorsed: Filed 7 October, 1867. Geo. E. Whitney, clerk.

1240 At a stated term of the Circuit Court of the United States for the district of California, held at the city of San Francisco on Monday, the seventh day of October, A. D. 1867.

Present, Hon'l Stephen J. Field, judge.

CHARLES E. NORTON
vs.
MOSES A. MEADER *et als.* } In equity.

Now, at this day, the court reads an opinion herein, and it is ordered that the petition for rehearing in this cause be, and the same is hereby, denied.

And it is further ordered that the master prepare a decree herein, in accordance with the opinion this day rendered; and having first submitted the same to the parties and settled it, report it to the court.

1241

1242 United States Circuit Court for the district of California.

Final decree.

CHARLES E. NORTON
vs.
MOSES A. MEADER *et al.* } In equity.

An interlocutory decree having been heretofore, to wit, on the 18th day of October, 1866, made and entered in this cause, by which it was, among other things, ordered, adjudged, and decreed that the following named defendants, to wit: Moses A. Meader, Samuel Adams, Albion P. Jordan, Isaac E. Davis, Robert F. Peckham, Adna A. Hecox, Thomas Courtis, Maria O'de Cadiz, alias Eugenia O'de

Cadiz, Santa Cruz Petroleum Oil Works Company, Richard F. Ryan, George Pace, Richard H. Linton, George Parsons, Manuel T. Brocklebank, W. W. Braughton, Henry Rice, Jaquin R. Majors, George Caldwell, David Caldwell, R. E. Merrill, E. Bender, and Henry Ryan, were and are trustees of the legal title held by each of them respectively, under a certain patent bearing date the
1243 fourth day of February, A. D. 1860, issued by the United States to Francisco Bolcoff and Juan Bolcoff, the confirmees of the board of United States land commissioners, for certain lands called "El Refugio," situated in the county of Santa Cruz, in the State of California; for the said complainant herein excepted as to such defendants as should, on reference to a master, be thereafter adjudged to be bona fide purchasers of some portions of said lands for a valuable consideration, without notice of the rights of the three sisters, Maria Candida, Maria los Angeles, and Maria Jacinta, or their successors in interest; and except also as to such of the defendants as should, on such reference, be adjudged to be grantees of any portion of the interests of either of said sisters.

And it having been by said interlocutory decree referred to Henry C. Hyde, special master thereby appointed to take the proofs, inquire, and report to the court, which, if any of the defendants were bona fide purchases for value, without notice of the claim or rights to said land of said three sisters, and what parcels thereof were so purchased; and also of what, if any parcels, the interests of said
1244 sisters, or any of them, have been conveyed to the defendants, or any of them, with all necessary particulars.

And said interlocutory decree further directing that upon the coming in and confirmation of said master's report, a final decree should be entered directing the defendants, and each of them, to transfer to complainant their title to all the parcels of said tract of land so held as bona fide purchasers, or by conveyances from said sisters, or any of them, and to deliver possession thereof to complainant.

And the said master having filed his report, bearing date the 15th day of August, A. D. 1867, in which he found among other things, that none of the defendants were bona fide purchasers for value, without notice of the claim or rights to said land of said three sisters; and also found that certain of the defendants held the undivided interest of two of the said three sisters, namely, Maria Candida and Maria Jacinta, and that others of said defendants who appeared and answered herein, claiming specific portions of said lands, had no interest whatever therein, but also finding in the alternative
1245 that in the event of this court not confirming certain conclusions of law of said master, then that certain of the said defendants held the undivided interest of said two sisters in the respective tracts claimed by them.

And exceptions to said report having been filed by all the parties interested, and after due consideration the court having rendered and filed its decision therein, confirming said master's report, with the adoption of certain of the alternative conclusions therein contained, and directing a decree to be entered in conformity to said report, and the said decision therein.

And this cause having been brought on to be heard on the complainant's bill, taken as confessed by the defendants, Richard H. Linton, George Parsons, Manuel T. Brocklebank, W. W. Broughton, Henry Rice. Joaquin R. Majors, George Caldwell, David Caldwell, R. E. Merrill, E. Bender, and Henry Ryan, and upon the pleadings and answer s herein, and upon the said master's report and the decision of the court thereon, and due deliberation being there-
1246 upon had, it is ordered that the said report be, and the same hereby is, approved, ratified, and confirmed, in accordance with the decision of the court had thereon, as aforesaid, adopting the said alternative conclusions of said report concerning the rights of the defendants Courtis, Cadiz, and Santa Cruz Petroleum Oil Works Company.

And it is therefore ordered, adjudged, and declared, and this court, by virtue of the power and authority therein vested, doth order, adjudge, and declare, that none of the above-named defendants were or are bona fide purchasers for value of any right, title, or interest under the patent issued by the United States to Juan Bolcoff and Francisco Bolcoff, bearing date the fourth day of February, A. D. 1860, for the lands called El Refugio, or any portion thereof.

And it is ordered, adjudged, and declared, that the complainant is entitled to the one undivided third part of the whole of the said Rancho el Refugio, except a certain specific portion of said Rancho hereinafter indicated and described, and as to such specific portion, he is entitled to the whole thereof; and that said
1247 complainant is entitled to be let into possession of the one third undivided of the whole of said rancho, as a tenant in common thereof, excepting the portion of said rancho of which he is entitled to the whole as above-mentioned and hereinafter indicated; and as to said excepted portion, complainant is entitled to the possessi of the whole thereof in severalty.

And it is ordered, adjudged, and decreed, that the defendants, Moses A. Meader, Samuel Adams, Albion P. Jordan, or his successors in interest, Isaac E. Davis, Robert F. Peckham, Thomas Courtis, Maria Eugenia O'de Cadiz, and the Santa Cruz Petroleum Oil Works Co., do convey to complainant, by good and sufficient conveyance, within thirty days from the entry of this decree, all of the undivided one-third of the whole of said rancho—that is to say, the undivided one-third of all the right, title, and interest acquired by them, or any or either of them, under the patent issued by the United States to Francisco Bolcoff and Juan Bolcoff, bearing date the fourth day of February, A. D. 1860, for certain lands called El Refugio, situated in the county of Santa Cruz and State aforesaid.

1248 And it is further ordered, adjudged, and declared that the defendant, Moses A. Meader, holds by conveyances from said sisters, two-thirds undivided in the following portion of said Rancho "el Refugio:"

First.—Beginning at an oak on Jose Bolcoff's line, at the southwest corner of Don Carlo's land, running south along the line between said Bolcoff's survey and the pueblo lands, to the corner of Eli

Moore's land; thence westerly to the top of the bluff; thence northwesterly along the top of the bluff opposite to the beginning corner; thence easterly to the beginning, being the tract indicated by the letter "A" in said master's report, and being the same tract described in the deed from Jose Bolcoff and wife to Moses A. Meader, dated July 22, 1850, and recorded in said Santa Cruz co., in book A of records, p. 20 and 21.

Second.—Commencing at a stake and stone near the foot of the first bluff, being north of R. Vestal's house, and east of a small creek, being at the northeast corner of G. Moore's land, and running thence south 87½, W. 42 6-10 chains, to a stake and stone on the
1249 bank of a small creek or branch; thence north 15 1-10 chains to a stake; thence north 37½, west 8 chains, to a stake; thence north 1¼, east 8 chains; thence north 3½, W. 5 chains, to a stake; thence N. 17½, W. 21 8-10 chains, to a stake; thence N. 1¼, W. 47 chains, to a stake on the bank of the creek, near Moore's and Bolcoff's mill; thence W. 5½ chains to the middle of said mill creek; thence N. 9¼, E. along said creek 90 chains, to an oak tree on the bank or side of a branch of the aforesaid stream; thence N. 15½, E. 39½ chains, to the east line of said Bolcoff's survey; thence south 3½, E. 197 chains, to the place of beginning, being the tract indicated by the letter "B" in said master's report, being the same tract described in a deed from Jose Bolcoff and wife to Moses A. Meader, dated March 31, 1851, and recorded in said county of Santa Cruz, in book 2 of records, p. 74.

Third.—Commencing at the southwest corner of the lands owned by Moses A. Meader previous to March 19, 1853, and running thence up the coast road to the first bridge on a gulch, about
1251 five hundred yards, more or less; thence up said gulch to its forks; thence up the western fork of gulch or creek until it strikes the road leading from the saw mill, known as "Moore's mill," towards Bolcoff's; and thence along the southerly side of said northeasterly to the said lands of said Moses A. Meader; and thence along the said lands of the said Moses A. Meader to the place of beginning, containing one hundred acres, more or less, and being the tract indicated by the letter "C" in said master's report; being the same tract described in a certain deed from Jose Bolcoff and others to Moses A. Meader, dated March 19, 1853, and recorded in said county of Santa Cruz, in vol. 2 of records, p. 76.

Fourth.—Beginning at a point on the Bay of Monterey, at the southwest corner of land now or lately known as Eli Moore's land, and running thence westerly along the sea beach, about three miles, to the mouth of a small stream of water, running just beyond where Alfred Baldwin lived in the year 1853, known as the Baldwin creek; thence from the mouth of said stream up the middle channel
1252 thereof, in a northerly course, for three miles; thence easterly to the western boundary of lands owned by Moses A. Meader on March 19, 1853, striking said line at a point three miles northerly of the place of beginning; thence from said point on Meader's line southerly to the public road leading up the coast from said

Moore's dwelling house; thence easterly along said road to the northwest corner of said Moore's land; thence along the westerly line of said Moore's land, in a southerly direction, to the place of beginning, being the same land conveyed by Maria Candida Bolcoff and Juan Bolcoff to the said Moses A. Meader in mortgage, on the 19th day of March, A. D. 1853, recorded in Santa Cruz county, in vol. 2 of records, pages 78, 79, and 80, and being the tract indicated by the letter "D" in said master's report, and being the same tract described in the mortgage from Bolcoff and others to Moses A. Meader, dated March 19, 1853, and recorded in said Santa Cruz county, in vol. 2 of records, p. 78.

And it is further ordered, adjudged, and declared, that the
1353 defendants, Albion P. Jordan and Isaac E. Davis hold, by conveyance from said sisters, two-thirds undivided in the following portion of said "El Refugio," to wit: Commencing at the northeast corner of lands of M. A. Meader, at a madrone tree, thence by true meridian magnetic variation, N. 15° 30′, east N. 2°, W. 9 23-100 chains; N. 16° 15′, west 6 chains; thence N. 16° 30′, east 6 19-100 chains; N. 17° 30′, W. 2 50-100; N. 19°, 15′, west 5 34-100 chains; N. 37° 45′, west 42 62-100 chains; south 15° 30′, west 75° 67-100; N. 67°, east 50 36-100 chains, to the place of beginning, containing an area of 200 70-100 acres of land; being the tract indicated by the letter "F" in said master's report, and being the same tract described in a certain deed from Jose Bolcoff and others to Albion P. Jordan, dated October 5, 1853, and recorded in said county of Santa Cruz, in vol. 2 of records, p. 245.

And it is ordered, adjudged, and decreed, that the defendants,
Albion P. Jordan, or his successors in interest, and Isaac E. Davis and Moses A. Meader, to convey to complainant by good and
1254 sufficient conveyance, within thirty days from the date hereof, the whole of that portion of said El Refugio described as follows, to wit:

Commencing at a point on the Dry creek, on said Refugio Rancho, three miles from the coast at the northeast corner of the land covered by a mortgage to Moses A. Meader, of March 19, 1853; thence along said mortgage line north to the summit of the ridge, and thence easterly along the ridge road to the northerly corner of lands sold by Bolcoff and wife to A. P. Jordan, Oct'r 5, 1853; thence southerly along the line of the land of said Jordan to the place of beginning, being the tract indicated by the letters "F F" in said master's report; and the interest to be conveyed being all the right, title, and interest acquired by the said Albion P. Jordan, Isaac E. Davis, and Moses A. Meader, or either or any of them therein, under the patent issued by the United States, bearing date the fourth day of February, A. D. 1860, to Juan Bolcoff and Francisco Bolcoff, for lands called "El Refugio," situate in the county of Santa Cruz and State aforesaid.

And it is further ordered, adjudged, and declared, that the
1255 defendant, Robert F. Peckham, holds by conveyances from said sisters two-thirds undivided of the following described portion

of "El Refugio," to wit: Commencing at a stake on the bank of the sea coast, bearing south 71° 30′ west from a certain large sandstone boulder, near the road leading up the coast, and on the side hill east of the Coho creek; said boulder being the one nearest the house where Jones Hay formerly resided, and running from said stake north 35° 30′ east 108 chains and 73 links; from thence north 54° 30′ west to the middle of the creek forming the western boundary of the Refugio Rancho, called the Laguna creek; thence down the middle of said creek to where it empties into the Pacific ocean; thence eastwardly along the line of tide water, on the coast of the said Pacific ocean, to the place of beginning, being the tract indicated by the letter "G" in said master's report.

And it is further ordered, adjudged, and declared, that the defendant, Thomas Courtis, holds by conveyance from said sisters, two-thirds undivided of those portions of "El Refugio" described
1256 as follows:

First. All that certain part of the Rancho del Refugio situate in the county of Santa Cruz, State of California, bounded and described as follows, to wit: Commencing at a point on the westerly bank of the creek called Baldwin's creek, distant one mile in a straight line from its mouth; thence running north in a straight line to the summit of the ridge forming the northerly boundary line of said rancho; thence following said ridge southeasterly to the intersection of the westerly line of a tract of land described in the deed from Jose Bolcoff and others to John H. Watson, dated the 10th day of July, 1855, and recorded in the county recorder's office of said county of Santa Cruz, in vol. 3 of records, page 117, and following; thence along said westerly line of the tract described in said deed southerly to its intersection with the northerly line of a tract of land known as the mortgage league tract of Moses A. Meader, mortgaged by Jose Bolcoff and others to said Meader on the 19th day of March, 1853, and recorded in the county recorder's office of Santa Cruz
1257 county, in vol. 2 of records, on pages 78, 79, and 80; thence westerly along said Meader's line to Baldwin creek; and thence down said Baldwin creek to the point of beginning, excepting from said tract the piece of land conveyed by said Thomas Courtis to the Santa Cruz Petroleum Oil Works Company by deed dated the 17th day of May, 1865, and recorded in the county recorder's office of Santa Cruz county, in book 7 of deeds, p. 490, and containing about 500 acres.

Second. All that portion of the Rancho del Refugio situate in said county of Santa Cruz, being a tract of about one hundred acres at the mouth of Baldwin creek, described as follows, to wit: Commencing at the mouth of said Baldwin's creek; thence running up said creek to a stake at or near the foot of the first bluff; thence in a westerly direction to the easterly line of a tract of land described in a certain deed from Ignacio Castro to William Dunlap, dated December 29, 1855, and recorded in the county recorder's office of said Santa Cruz county, in vol. 3 of records, p. 189, &c.; thence
1258 southerly along said easterly line to the sea; thence along the

sea to the place of beginning, said two tracts being indicated by the letter "J" in said master's report.

And it is further ordered, adjudged, and declared, that the defendant, Maria Eugenie O'de Cadiz, by conveyance from said sisters two-thirds undivided of that portion of said "El Refugio" described as follows, to wit:

All that certain portion of the Rancho del Refugio situate in the county of Santa Cruz, in the State of California, and bounded and described as follows, to wit: Commencing at the mouth of a creek near where Alfred Baldwin used to live, and known as Baldwin's creek; thence running northerly along said creek to a point on said creek one mile from the coast in a straight line; thence north in a straight line to the summit of the mountains; thence westerly along the ridge of the mountains to the Laguna creek; thence down said creek to its mouth; thence along the sea beach to the place of beginning, being the tract indicated by the letter "K" in
1259 said master's report; excepting therefrom a tract of about one hundred acres within the following boundaries, to wit: Commencing at the mouth of said Baldwin creek; thence running up said creek to a stake at or near the foot of the first bluff; thence in a westerly direction to the easterly line of a tract of land described in a certain deed from Ignacio Castro to William Dunlap, dated December 29th, 1855, and recorded in Santa Cruz county, in vol. 3 of records, page 189, &c.; thence southerly along the said easterly line to the sea; thence along the sea to the place of beginning. Also excepting therefrom a tract situated in the southwestly corner of said Rancho del Refugio, and elsewhere described in this decree as the tract to which the defendant, Robert F. Peckham holds an undivided two-thirds of said sisters' title.

And it is further ordered, adjudged, and declared, that the defendant, the Santa Cruz Petroleum Oil Works Company holds, by
1260 conveyances from the said sisters, two-thirds undivided of that portion of said "El Refugio" described as follows, to wit:

All the following described land and premises situate, lying, and being in the county of Santa Cruz, State of California aforesaid, and being a portion of the rancho known by the name of Rancho del Refugio, bounded and described as follows: Commencing at the southwest corner of land formerly occupied by one Bascom B. Case; thence running southwesterly two hundred and seventy rods; thence at right angles northerly two hundred and forty rods to the bed of a creek; thence up the bed of said creek to a point opposite the northwest corner of the premises whereon said Case resided formerly; thence easterly to said northwest corner of said premises, and thence southerly along said Case's line to the place of beginning, containing five hundred acres of land, more or less, and being the tract indicated by the letter "M" in said master's report.

And it is further ordered, adjudged, and declared, that the
1261 defendant, Samuel Adams, holds, by conveyances from said sisters, two-thirds undivided of the following described portions of "El Refugio," to wit:

First. Commencing at a stake marked "A" on a pile of stones facing trees marked "B. I." and a point of limestone boulders, and running thence west forty-four chains and seventy-two links to a stake marked "A 11," facing trees marked "B. T.," and running thence north forty-four chains and seventy-two links to a stake marked "A 111," facing trees marked "B. T.," and from thence east forty-four chains and seventy-two links to the place of beginning, containing two hundred acres, more or less, and being the tract indicated by the letter "L 1" in said master's report, being the same tract described in a certain deed from Moses A. Meader to Samuel Adams, dated February 2, 1858, and recorded in said county of Santa Cruz, in vol. 3 of deeds, p. 729.

Second. Commencing at a point on the Bay of Monterey,
1262 in a small inlet of said bay, at the north side of the slide now used for shipping purposes, known as the Russian landing, where stands a stake, and running south 74½ degrees east three chains and sixteen links; thence south 15½ degrees west three chains and sixteen links; thence north 74½ degrees west two and one-half chains to said inlet of the bay, and from thence along the bay to the place of beginning, containing, one acre, more or less, and being the tract indicated by the letter "L 2" in said master's report, being the same tract described in a certain deed from Moses A. Meader to Samuel Adams, dated February 2, 1858, and recorded in said county of Santa Cruz, in vol. 3 of deeds, p. 729.

Third. Commencing at the northwest corner of the tract of land on which Samuel Adams' lime kiln is situated, at a madrona stake, marked "A 111," designated by two bearing trees faced and marked B. T.; thence (by true meridian magnetic variation north 15°
1263 38′ east) north ($15\frac{72}{100}$) fifteen chains and seventy-two links to a redwood post marked "A 11," which stands in open land on west bank of a small ravine; thence east ($9\frac{50}{100}$) nine chains and fifty links to a redwood stake at the southwest corner of land of Jordan and Davis, thence east ($35\frac{22}{100}$) thirty-five chains and twenty-two links to a madrona stake marked "A 111," which stands on a bushy ridge, and is designated by two bearing trees, a madrona and lilac, faced and marked "B. T.;" thence south ($15\frac{72}{100}$) fifteen chains and seventy links to a stake marked "A 111," which stands on the south bank of a running stream designated by two bearing trees faced and marked "B. T.;" thence west ($44\frac{72}{100}$) forty-four chains and seventy-two links, to the place of beginning, containing ($70\frac{290}{1000}$) seventy ($\frac{290}{1000}$) acres, and being the tract indicated by the letter "L 3" in said master's report.

Being the same tract described in a certain deed from Moses A. Mender to Samuel Adams, dated June 16, 1862, and recorded in said county of Santa Cruz, in vol. 5 of records, p. 598.

1264 And it is further ordered, adjudged, and declared, that the defendants, Adna A. Hecox, George Paco, Richard F. Ryan, John Wilson, Richard H. Sinton, George Parsons, Manuel T. Brocklebank, W. W. Braughton, Henry Rice, Jaquin R. Majors, Georg Caldwell, David Caldwell, R. E. Menell, E. Bender, and

Henry Ryan have no right right or title whatever to any portion of said Rancho del Refugio.

And it is further ordered, adjudged, and decreed, that upon the failure of any of the defendants above named, who are directed to make any conveyances herein, to comply with the directions of this decree within thirty days from the entry thereof, then such conveyance or conveyances shall be executed by Henry C. Hyde, who is hereby appointed a commissioner for that purpose, and is authorized and empowered to execute and deliver in the names of the respective parties, so failing to comply with the directions of this decree, such good and sufficient conveyances as
1265 are required by the terms hereof, and as may be requisite or necessary to carry out and effectuate the provisions of this decree.

And it is further ordered, adjudged, and decreed, that the costs of this action, taxed at seventeen hundred and sixty-seven $\frac{4\,0}{1\,0\,0}$ dollars, be apportioned among the several defendants, and shall be borne and paid by them respectively as follows, viz:

The said Moses A. Meader, seventeen-fiftieth ($\frac{17}{50}$.)
The said Samuel Adams, three-fiftieth ($\frac{3}{50}$.)
The said Davis & Jordan, two-fiftieth ($\frac{2}{50}$.)
The said M. E. O'de Cadz, seven-fiftieth ($\frac{7}{50}$.)
The said R. F. Peckham, ($\frac{5}{50}$.)
The said Thomas Courtis, twelve-fifteenth ($\frac{1\,2}{5\,0}$.)
The said Santa Cruz Petroleum Oil-works Company, four fiftieth ($\frac{4}{50}$.)

And the said costs, to the extent of the several shares or portions of the whole, are hereby declared to be liens upon the respective interests of the said several defendants in said Rancho del Refugio, and the complainant may have execution against said several defendants for the amount of costs due from them respectively, and shall
1266 be at liberty to apply to the court for further order, if necessary, as to the payment of said costs.

And it is further ordered, that so much of said costs as constitutes the master's fee herein, may be paid by said defendants respectively in the proportions aforesaid, directly, to said master, and his receipt shall be a sufficient discharge thereof.

Dated San Francisco, October 28th, A. D. 1867.

FIELD, *J.*

Filed 28th October, A. D. 1867.

GEO. E. WHITNEY.

1267 At a stated term of the United States Circuit Court for the district of California, held at San Francisco, on Monday, the 28th day of October, A. D. 1867. Present, Stephen J. Field, circuit judge.

CHARLES E. NORTON
vs.
MOSES A. MEADER & *al.*

The final decree of the court in this cause having been settled and

signed to us by order of court, filed herein as the final decree of the court:

On this day came the defendants, Moses A. Meader, Isaac E. Davis, Henry Cowell, Samuel Adams, and Adna A. Hecox, by their counsel, R. F. Peckham, the defendant, R. F. Peckham, in propria persona, the defendant, Maria O. de Cadiz, by her counsel, William Matthews, and the defendant, the Santa Cruz Petroleum Oil Works Company, by its counsel, William T. Wallace, and in open court prayed an appeal to the Supreme Court of the United States
1268 from the decree of this court rendered in favor of the complainant, and against them, the said defendants, on the 28th day of October, A. D. 1867, which appeal was, by order of the court, granted.

1269 At a stated term of the Circuit Court of the United States for the district of California, held at San Francisco, on Wednesday, the 6th day of November, A. D. 1867. Present, Hon. Stephen J. Field, judge.

CHARLES E. NORTON
vs.
MOSES A. MEADER *& al.*

On motion of Wm. J. Wallace, esq., counsel for the defendant, the Santa Cruz Petroleum Oil Work Co., ordered that the order of 28th ultimo granting an appeal herein be amended by striking out the name of the defendant, the Santa Cruz Petroleum Oil Works Co.

The bond on appeal herein of certain defendants having been approved and filed herein, it is ordered that proceedings, as to said defendants, upon the decree herein, be stayed during the pendency of said appeal.

1270 Circuit Court of the United States, district of California.

CHARLES E. NORTON, appellee,
v.
MOSES A. MEADER *& al*, appellants.

I, George E. Whitney, clerk of the Circuit Court of the United States for the district of California, do hereby certify that the foregoing twelve hundred and sixty-nine pages, numbered from 1 to 1269 inclusive, are full, true, and correct copies of originals on file in my office in the above-entitled suit; and that the same, together, constitute the record on the appeal of the defendants, Moses A. Meader, Isaac E. Davis, Henry Cowell, Samuel Adams, Adna Hecox, and R. F. Peckham, to the Supreme Court of the United States. I further certify that the defendant, Maria O. de Cadiz, has not perfected her appeal.

In witness whereof, I have hereunto subscribed my name and affixed the seal of said Circuit Court, at San Francisco, this 14th day of January, A. D. 1868.

GEO. E. WHITNEY, *Clerk.*

No 110

Supreme Court of the United States.

MOSES A. MEADER ET ALS., APPELLANTS,

vs. 110

CHARLES E. NORTON, APPELLEE.

Appellants' Brief.

This is an appeal from the Circuit Court of California for the Northern District.

The appellee filed a bill in the circuit court on the 3d February, 1865, against the appellants, seeking to have titles to lands held by them under a Mexican title ratified by the land commissioners on the 30th January, 1855, declared void for fraud, and appellants decreed to stand seized of such lands for the use of appellee. The appellee claimed title under certain women named Castro. The claim of the Castros was before the land commission, and was by them rejected; it was presented by one Majors, who has married one of the Castros.

The title of appellants is derived from a grant made to one José Bolcoff by the Mexican authorities, and confirmed, as stated, by the commissioners.

The decree declares the title so acquired by Bolcoff to have been based on fraud and forgery, and by means of a suppression of title papers of the adversary claimants, declares the appellee claiming under the rejected claimants, Castros, to be vested with the title and interest

which became fixed in Bolcoff by the finding of the commission, and in consequence of the acts of Congress providing a proceeding whereby a Mexican grantee of a valid grant might have it examined and allowed.

The evidence showed that the greater part of the dedefendants were purchasers for a full consideration.

The court directed a reference to a master to ascertain and report who were purchasers, without notice of the claim made by the Castros. He reported a portion of the defendants to be such, and that the rest were effected with such notice. To this report exceptions were filed by the last-mentioned defendants. The exceptions were overruled, and a final decree entered for complainant against the defendants not protected by the master's report. The appellants appealed from such decree.

The appellants ask a reversal of the decree, and that the court below be directed to enter a decree dismissing the bill.

The following reasons why the prayer of the appellants should be granted are submitted:

The court had no jurisdiction over the subject-matter of the bill. The federal courts have no inherent jurisdiction of land titles, set up by those who claim under the Mexican government. When the contest involves an examination of the Mexican grants and concessions, and necessitates the finding of the state of such titles so set up at the time when California was acquired, such powers only over such subject were possessed by the courts as were conferred by special acts of Congress.

The finding of the board of land commissioners is as conclusive as the decree of any court of competent jurisdiction.

The decree unsettles and changes the decree of the board.

The controversy involved precisely the same matters

of law and fact which were submitted to the board by the act of Congress.

Landes vs. Brant, 10 Howard, 348.
Le Bois vs. Bramwell, 4 Ibid., 449.
Strother vs. Lucas, 6 Peters, 763.
Gamache vs. Piquiqnot, 16 Howard, 451.

The decision of the commissioners not only concludes the United States, but is equally conclusive as to all those whose claims needed to be confirmed by the board. The failure to litigate the question as to the existence of a grant by Mexico, in the forum provided by law, deprives a claimant of all right to moot such a claim anywhere.

The jurisdiction given to the commission was exclusive. Act of March 3, 1851, sec. 13, provides a remedy for the adjudication of conflicting claims.

Choteau vs. Eckhart, 2 Howard 344.

If the court could take jurisdiction of the matter litigated and decided by the commissioners, on the ground of fraud committed by Bolcoff in procuring his claim to be recognized, the United States alone could promote such question.

Sampeyrac vs. United States, 7 Peters, 222.

The complainants cannot base a title upon a fraud. As the Castros were barred by failure to present their claims, they cannot use Bolcoff's fraud to escape the bar. The bar cannot be removed except by Congress, and then the purchasers from Bolcoff would be protected.

It is important to notice that Congress and the courts deemed legislation necessary to vest the courts with the power to set aside confirmations made by commissioners under the Louisiana treaty when fraud was alleged. The case of Sampeyrac arose under such a statute.

The finding of the commissioners is final and conclusive, because they examined the claim set up in the bill and decreed against it.

Record, pages 8, 170, 183, 184, 202, 203.

The matters now set up by the complainants were before the commissioners, and were passed upon them, as the bill admits and the record shows.

The evidence does not establish fraud on the part of Bolcoff.

Fraud alleged by a complainant must be proved, not inferred.

United States vs. Arredondo, 6 Peters, 691.

The court gives effect to the deposition of Major who stands contradicted by two witnesses, (Record, pages 109, 110, 154, 155, 157, 158,) and rejects altogether the testimony of Bolcoff's wife, Alvarado and Castro—(pages 98, .)

See U. States vs. Wiggins, 14 Peters, 334, as to Alvarado's credibility.

The court treated the case as one resting on newly discovered evidence—the order permitting an amendment of the bill made after the first decree, and the language of the opinion filed here as a brief, shows that the newly discovered book of the prefect was taken as evidence to prove that a titulo was issued to the sisters Castro.

The court could not take cognizance of the case upon such ground.

The prefect's book was objected by defendants, (pages 65 to 69,) and should not have been admitted.

The case stated in the bill is one where a court of equity should refuse relief against the purchasers from Bolcoffs, because of the laches of the Castros. This the court should have done irrespective of the statute of limitations of California.

The omission to demur or insist on the bar of the statute in the answer does not prevent the court from applying the statute.

1 Baldwin, 394.

Maxwell vs. Kennedy, 8 Howard, 210.

Adams' Equity, 168.

The purchases made in good faith, relying on the action of the commissioners and the issuance of the patent, should have been sustained.

Adams' Equity, 510–511.

The defendants do not occupy the position of purchasers from one declared to be trustee of the legal title for others. They are purchasers from one holding the legal title adjudicated to him by a competent tribunal, having exclusive jurisdiction to determine in whom the title existed, and they purchased, as the court says, in good faith—in confidence—that the decree of the tribunal was final.

Bolcoffs claimed adversely to the Castros, and did not occupy a fiduciary relation to them.

The doctrine of notice acted on by the court below has no application in this case.

W. H. LAMON,
W. G. M. DAVIS,
of Counsel.

*No.*_____

IN THE

SUPREME COURT

OF THE

UNITED STATES.

MOSES A. MEADER, ET ALS.,

Appellants.

VS.

CHARLES E. NORTON,

Respondent.

Respondent's Brief.

JOHN B. HARMON,

Attorney for Respondent.

SAN FRANCISCO:

E. BOSQUI AND CO., PRINTERS, LEIDESDORFF ST. COR. CLA

1870.

IN THE SUPREME COURT

OF THE

UNITED STATES.

MOSES A. MEADER, ET ALS,

Appellants,

vs.

CHARLES E. NORTON,

Respondent.

RESPONDENT'S BRIEF.

The opinion of the Circuit Court (Transcript, pp. 347–356) is an exhaustive statement of the grounds upon which respondent bases his right to recover. Instead, therefore, of expanding this brief into an argument recapitulating these grounds we print here that opinion with references to the pages of the transcript which contain the proof of the facts stated in the opinion. Conceding the facts we think the conclusions of the Court below rresistible :

OPINION OF CIRCUIT COURT, BY FIELD, J., AND HOFFMAN, J.

Charles E. Norton vs. Moses A. Meader et al.—This is a suit on the equity side of the court to charge the defendants as trustees of certain real property, situated in the county of Santa Cruz, and to compel a transfer of the legal title held by them to the complainant. The case presented is substantially this:

On the 13th of February, 1839, three sisters, Maria Candida, Maria Jacinta, and Maria de los Angeles Castro, presented a petition to Alvarado, then Governor of the Department of California, for a grant of a tract of land known as "El Refugio," situated in the present county of Santa Cruz. On the same day the petition was referred to the Administrator of the adjoining mission, and upon his favorable report, the Governor, on the 16th of March, 1839, made "to the parties interested" a provisional concession of the land—a concession subject to his further action in the premises, and also gave them permission to occupy the land pending the proceedings. Under this permission the petitioners entered into the possession of the premises. At the same time the Governor, to obtain the proper information to guide his further action, directed the Prefect of the District to report upon the subject of the petition. The Prefect reported that a grant could be made of the tract solicited, as it was vacant land and not claimed by any one. Accordingly, on the 8th of April, 1839, the Governor made a formal concession of the tract to the three sisters by name, referring to their petition and the report of the Prefect, and declaring them "owners in fee of the land

known by the name 'El Refugio,'" and directing that the proper grant or title papers (titulo) issue to them, and that the proceedings in the case (the espediente) be retained for the knowledge and approval of the Departmental Assembly. These proceedings are designated by the number 131. In this concession the name of one of the sisters, Maria de los Angeles, is erased, and over the erasure is written the name of José Bolcoff. (fols. 2, 3, 15, 16, 62, 63, 173-4.)

On the 22d of May, 1840, this concession was approved by the Departmental Assembly. The approval, as entered of the journals of the Assembly, has upon it the number of the espediente, 131, and mentions the date of the concession, and designates the three sisters by name as the parties to whom it was made. (fols. 65, 187.) On the 13th of June following, the Governor, referring to the action of the Assembly; directed a certificate of the approval to be issued to the three sisters. (fol. 174.)

At the time the concession was made, Jose Castro was Prefect of the First District, and as such officer kept a record of the grants of land made in the District. The grants made by himself, as Prefect, he entered at length, but of the grants made by the Governor he entered only a memorandum, designated their date, the parties to whom issued, and the land granted. A book, purporting to be the original registry kept by him, is now in the archives in the custody of the Surveyor-General of the United States. It bears on its face evidence of its genuineness, and is verified in every particular, which is susceptible of verification by documents in the archives. It contains a memo-

randum of nine grants of the Governor; eight of these grants are found in the archives. Each of them has endorsed on it a memorandum directing its entry by the Prefect in his registry, and a minute by the Secretary of the Prefect, that it has been so entered with reference to the page of the registry. The minutes on these grants of the entries in the registry correspond. Of the nine grants noted in the registry, the eighth is not found in the archives. This eighth is the one which the complainant contends was issued to the three sisters. The entry in the registry is, that on the eighth day of April, 1839, the Governor granted to them the place called Refugio. This entry was made on the day following (p. 65, 66, 77, 78).

There is also in the archives an index of grants which was prepared between 1838 and 1845, by a clerk in the office of the Secretary of State of the Department, and under his direction, and is commonly known as Jimeno's Index. This index gives the number of the espedientes, the names of the grantees, and the designation of the land granted. Upon the index we find against No. 131 the entry of a grant of land designated as "El Refugio," and the name of Jose Bolcoff written over an erasure. It is admitted that originally the names of the three sisters were written here.

This is the documentary evidence which the complainant produces to show that a grant of the rancho El Refugio was issued to the three sisters, under whom he claims by sundry mesne conveyances. The parol evidence produced by him relates chiefly to the possession of the premises since the concession of the Governor, and certain

alleged admissions, verbal or by conduct, of the sisters (Trans. 1: 4, 22, 23, 163-4, 172, 174).

The defendants claim title to the premises through José Bolcoff; and of some portions of the premises they also allege a conveyance or release from the sisters.

As documentary evidence of title they produce:

First—A paper purporting to be a grant of El Refugio to José Bolcoff, by Governor Alvarado, bearing date on the 7th of April, 1841.

Second—A certificate of Governor Alvarado, dated July 28th, 1841, stating that the grant made on the 8th of April, 1839, in favor of José Bolcoff, was approved on the 22d of May, 1841, by the departmental Assembly, and purporting to quote the language of the proceedings of that body. The certificate concludes by stating that it is issued to the party interested for his security, in consequence of the decree of the 13th of June preceding, existing in the espediente

Third—A document purporting to be a record of juridical possession, given to Bolcoff, July 26, 1842. (Trans. 188—191.)

Fourth—A diseño or sketch of the tract El Refugio: and

Fifth—A patent of the United States, bearing date on the 4th of February, 1860, issued to Francisco and Juan Bolcoff upon the confirmation of the alleged grant to José Bolcoff.

In 1822 one of the sisters, Maria Candida, intermarried with Jose Bolcoff, and in 1839 Maria de los Angeles intermarried with Joseph L. Majors. The three sisters lived together as members of the family of Bolcoff upon the land granted—Los

Angeles until her marriage, and Jacinta until 1850, when she became a member of a religious order in the Catholic church, and has not since resided upon the premises. Since sometime in 1850, Majors and wife have occupied a portion of the tract, claiming their right to the possession under the grant to the sisters. (Exhibits 7, 18, 82, 86, 91, 92, 95, 156, 157.)

In 1852 Francisco Bolcoff and Juan Bolcoff, sons of Jose Bolcoff, presented their petition to the Board of Land Commissioners, created under the Act of March 3d, 1851, for a confirmation of the claim to El Refugio, asserted by them under the alleged grant to their father. In support of their claim they relied upon the grant of Alvarado, his certificate of approval by the Departmental Assembly, the record of juridical possession, and the sketch which we have mentioned, with parol evidence of possession and cultivation. No question was raised before the Board as to the genuineness of these documents, and in January, 1855, the claim was confirmed. An appeal from the decision was dismissed, and on the 4th of February, 1860, as already stated, a patent was issued thereon.

In 1852 Majors presented for himself and on behalf of his wife a petition to the Board for a confirmation of her claim to one-third of the tract, under the grant to her and her sisters. In support of the claim they produced the petition to the Governor, the reports thereon, the provisional grant of March 16th, 1839, the formal concession of April 8th, 1839, and the order of the Governor of June 13th, 1840, to issue to them a certificate of the approval of the Assembly.

The Board rejected the claim, holding, in sub-

stance, that no evidence was offered that any grant was issued to the three sisters; that the decree of concession was of itself insufficient; that until a document as evidence of his rights was issued and delivered to the grantee, a decree of concession and even favorable action of the Departmental Assembly did not pass any title, legal or equitable, and the property continued part of the public domain, subject to the disposition of the authorities of the Government: and observed that this was the view of the Governor and Departmental Assembly, as he had, notwithstanding the concession to the sisters, issued two years subsequently a grant of the same land to Bolcoff, and the Assembly had approved it. (Vols. 170, 183.)

The whole decision proceeded upon the supposed genuineness of the documents offered as evidence of Bolcoff's title, and the supposed authority of the officers of Mexico to re-grant lands once granted, without previous surrender by the first grantee. It is true, the opinion of the Board also speaks of a want of proof of compliance with the usual conditions of cultivation and inhabitation, but this view could only have been entertained upon the idea that the residence and cultivation of Bolcoff and his wife, and that of her sisters, were under different grants. The Commissioners held, in confirming his claim, that cultivation and residence were sufficiently established.

Since the action of the Board upon these petitions, the registry of the Perfect has been discovered, and the new light it throws upon the question of the issue of a grant to the sisters, and other circumstances, to which we shall hereafter refer, have

led to a careful examination of the documents upon which the claim of Bolcoff rested, and finally to the institution of the present suit. (pages 65, 67, 69, 76.)

The position assumed by the complainant is this: that a former grant—a *titulo*, as it is termed in Spanish conveyancing—was issued to the three sisters on the day of the concession, April 8th, 1839; that this grant passed into the possession of Bolcoff and was some years afterwards suppressed or destroyed by him, with the intent to defraud the sisters of the property granted to them, and to secure the title to himself: that in the execution of this intent, the documents presented to the Board of Commissioners, the grant, certificate of approval and record of juridical possession, were fabricated by him, or others at his instigation, and the erasures made in the decree of concession to the sisters, and in Jimeno's Index; and that a claim confirmed and a legal title obtained by these means, should be controlled for the benefit of parties equitably entitled to the property.

The bill does not, it is true, allege the issue of a formal title with the precision we have stated; it speaks rather of the concession of April 8th, 1839, as the grant, and of a copy being issued to the sisters. It proceeds, however, upon the ground that some documentary evidence of title, based upon the concession, was issued to them, and this is all that is really important in the matter. If necessary, the bill can now be amended in this particular. The defendants have not been misled or prejudiced in their defence by the defective statement. There are also inaccuracies in two or three instances in the

dates given, but they are not regarded as material variances.

The first subject of inquiry, therefore, relates to the matters of fraud constituting the ground-work of the suit.

There is no doubt in our minds that a formal grant—a *titulo*—was issued to the sisters. The decree of concession entered on the 8th of April, 1839, directs the issue of such a document, and no reason is alleged why the direction should not then have been carried out. The entry in the Prefect's registry must have been made from such a document. The decree itself remained and always has remained in the archives of the Government. The issue of a certified copy, as inaccurately averred upon information and belief, would have been an unusual proceeding, and no ground is suggested for its adoption in this case rather than the proceeding directed, and the latter document could have been prepared with equal facility. (fols. 173, 174.) Nor is there any other instance where the Prefect made an entry from any document other than the *titulo*. The object of the entry by him was not the preservation of evidence of preliminary proceedings of the Governor towards grants, but of grants actually made. As the Prefect himself could also grant land under some circumstances, it was important for him, for the proper exercise of his authority, to know what part of the public domain had been disposed of by others. (fols. 65, 67.)

The approval of the Departmental Assembly in May, 1840, more than a year afterwards, and the order of the Governor in June, 1840, directing a certificate of the approval to be issued to the sisters,

show that at those periods there was no information possessed by the Assembly or Governor of any abandonment by the sisters of their interest in the concession. On the contrary, the action of the Governor proceeded upon the ground that no other evidence of title, except what had already been delivered, was needed by them. If any other had been needed it would undoubtedly have been then ordered; and if no right remained in the sisters it is hardly to be supposed that the issue of the certificate to them would have been required.

There is also evidence, clear and convincing, that in 1839 or 1840 juridical possession of the land was given to the sisters, and that in this proceeding José Bolcoff appeared and represented them. The testimony of the assisting witnesses is direct upon this point, and also that no juridical possession was ever given in their presence or to their knowledge to any other person. It would be difficult to produce more satisfactory evidence of the existence of a formal grant to the sisters than is thus furnished, for the official delivery of possession was the final act in the Mexican land system for the investure of a perfect title.

The grant, when issued, without doubt went into the possession of Bolcoff. As already stated, he was the husband of one of the sisters, and all of them resided with him; they were ignorant women, not capable of reading; he would therefore, almost as a matter of course, become the custodian of their title papers.

Were there any doubt upon the question of a grant to the sisters and of its destruction by Bolcoff, we think it will be removed by a consideration of

the documents produced in support of a title in himself. The decree of concession to the sisters is not denied, but it is insisted by the defendants—and this was the pretence set up by Bolcoff himself—that the interest of the sisters was exchanged for an interest in a tract of land of which he had obtained a grant, and that in consequence of this exchange the grant of El Refugio was issued at their request to him instead of being issued to them. (Pages 81, 92, 93, 175-8, 112, 113, 116, 158, 179, 180-82, 193.) The agreement is stated in this wise: That Majors and wife should relinquish to Bolcoff their interest in El Refugio, and allow him to obtain a grant therefor in his own name; and in exchange for this that Bolcoff should relinquish to Majors his interest in a ranch known as St. Augustine, of which he had obtained a grant in 1833, and allow Majors to obtain a grant for the same, he paying Bolcoff in addition the sum of four hundred dollars. It is alleged that this agreement was made after the intermarriage of Majors and Maria de los Angeles, and immediately carried into execution; that Majors and wife took possession of St. Augustine, and that afterwards, on the 7th of April, 1841, Maria Candida went personally to the Governor and stated the agreement, when the Governor, at her request, issued the grant to Bolcoff alone, and that the erasures in the decree of concession and in the index were at that time made by Jimeno, the Secretary of State. (Pages 20-21.)

Unfortunately for the defence, this statement is not only contradicted by Majors, but is inconsistent with almost every fact disclosed by the records. Majors did, indeed, obtain the ranch St. Augustine from Bolcoff, but it was by direct purchase, and

not by an exchange of any interest in other lands. The transfer to him was made months before his marriage, and before even the petition of the sisters for El Refugio had been presented. The transfer to him is endorsed on the espediente of St. Augustine in the archives, and bears date on the 14th of January, 1839. (Page 92, 96, 80, 81)

The alleged grant to Bolcoff makes no allusion to any pretended purchase or exchange with the sisters, or of any abandonment of their rights. It recites that he himself had *petitioned* for El Refugio, a recital which is inconsistent with his statement.

Of this document there is no trace to be found in the archives of the Department, if we except the mutilated index of Jimeno. The absence of any such evidence of itself throws a strong suspicion upon the character of the document, for it was an essential part of the system of Mexico to preserve full record evidence of all grants of the public domain, and of the proceedings by which they were obtained. (Pico *vs.* The United States, 2 Wallace 282.) It is incredible that in a matter of so much importance no minute was preserved of the grant, or of the relinquishment of the sisters. The loss of the *Toma de Razon* of that year does not account for the absence of all trace of either one or the other. No other instance is found in the archives of the Department where a tract once granted had been relinquished or abandoned and a new grant made, without written evidence of the relinquishment or abandonment, and it is not believed that any such exists. (Page 70-2.)

The certificate by the Governor of the approval by the Departmental Assembly of a grant to Bol-

coff, is inconsistent with the alleged grant produced. It states that the grant made on the 8th of April, 1839, in favor of Jose Bolcoff, was approved on the 22d of May, 1841; yet it is not pretended by the defendants that any grant to Bolcoff was made on that day. The grant produced bears date the 7th of April 1841. The certificate purports further to quote the language used by the Departmental Assembly in this approval. There was no session of the Assembly in 1841, at least there is no evidence in the archives of the Department that there was a session in that year; and if the year is erroneously given, and the approval of May 22d, 1840, is intended, that relates only to the grant to the three sisters, who are therein designated by name, and no such language as that granted is found on the Journals of the Assembly.

The document purporting to be a record of juridical possession given to Bolcoff, July 26th, 1842, bears the signature of the Perfect of the District and attesting two witnesses. One of the witnesses is unable to write and the body of the entire document is in the handwriting of Bolcoff. The other witness testifies that he added his signature in 1851, when the document was presented to him by Bolcoff, with a request that he should sign it, inasmuch as he had not done so when the possession was given; that at this time the document had not the signature of the Perfect or of the other witness, and Bolcoff stated that he was going to them for their signatures. Both of these witnesses testify emphatically that there never was but one juridical possession of the premises, and, as we have already stated, that this was delivered to the sisters. Yet,

Bolcoff testified before the Land Commission, that the document was signed by all the parties in the year 1842. (pages 74, 75, 178-81, 191, 341, 342.)

The erasures in the decree of concession and in Jimeno's Index are not identical. The erasure in the decree is only of the name of one of the sisters; but the erasure in the Index is of the names of all of them. (63, 64, 22, 23.)

From this examination of the documents it is difficult to resist the conclusion that they are all false, and were fabricated by Bolcoff, or some one at his instigation, to defraud the sisters of their property and secure the title to himself. Nor do we find any relief from the conclusion by the support given to his statements from the testimony of his wife, and of Alvarado and Castro. No such irreconcilable inconsistencies as are found between his statements and the documents, and between the different documents themselves, would exist if the statements were true, and the documents were genuine.

By the false and fabricated documents and the suppression or destruction of the grant to the sisters, a confirmation of the claim under the alleged grant to Bolcoff has been obtained, and the legal title secured to his children; when in truth and fact the real title was in the three sisters and should have been adjudged to them. Under these circumstances, upon obvious principles of justice, the patentees and all persons holding under them with notice of the claim of the sisters, should be decreed to surrender up the title. The right of the complainant to a decree of this character rests upon the established doctrine, that whenever property is acquired by fraud, or under such circumstances as

to render it inequitable for the holder of the legal title to retain it, a Court of Chancery will convert him into a trustee of the true owner. (1 Spences' Equitable Jurisdiction, 4; Hardy *vs.* Harbin, U. S. C. C. for Cal., June term, 1865.)

This is not the case of a confirmation and patent upon an independent grant having no relations to the proceedings of the sisters, but upon a grant alleged to have been given by agreement to Bolcoff, as a substitute for the one decreed to the sisters. The case proceeds upon the ground that the confirmees obtained by fraud a confirmation in their name of the rights granted to the sisters, and by reason of the confirmation have secured the possession of the legal title to the premises. It is the possession of this legal title which prevents the complainant from maintaining ejectment for the premises, and drives him into a Court of Chancery for relief.

In addition to insisting upon the genuineness and authenticity of the alleged grant to Bolcoff, and other documents produced in support of his title, the defendants rely, to defeat this suit, upon several grounds, the principal of which are:

First—That the claim of the complainant is a stale claim, and barred by the Statute of Limitations;

Second—That the complainant has no standing in Court, by reason of the non-presentation of the claim of two of the sisters to the Board of Land Commissioners for confirmation, and the rejection, by the Board, of the claim of the other sister; and

Third—That the defendants are *bona fide* purchasers of some portions of the property for a val-

uable consideration, without notice of the claim of the sisters; and for other portions have conveyances or releases from them.

1. In this State the Statute of Limitations, as we have had occasion to observe, differs essentially from the English statute, and from statutes of limitation in most of the other States. Those statutes in terms apply only to particular legal remedies; and Courts of Equity there, are said to be bound by them only in cases of concurrent jurisdiction, and in other cases to act only by analogy to the statutes, and not in obedience to them. But in this State the statute applies as well to equitable as to legal remedies. It is directed to the subject matter, and not the form of the proceeding, or the forum in which it is prosecuted.

Lord vs. Morris, 18 Cal., 486.

Hardy vs Harbin, U. S. Circuit Court, Cal., June term, 1865.

There would seem, therefore, to be as good reason for requiring parties claiming the bar of the statute to suits in equity in this State, when the objection is not raised by demurrer to plead such statute, or insist upon it in the answer, as there is for a similar rule when the bar of the statute is invoked in actions at law. In some cases such is the rule now, as in suits to have an account of rents and profits of land. See Prince *vs.* Heylin, 1 Atk. 495.) And were it necessary, we should not hesitate to hold that the rule in this State applies to all cases in equity; but it is not necessary now to go so far. For even where it was not essential by the old rules to plead the statute, or to refer to

it in terms, yet to claim any benefit of the statute the pleader was required to state facts sufficient to bring the case within its operation, and then to insist that by reason of those facts the remedy of the complainant was barred. This has not been done by the defendants in this case; their claim, made *in argument* only, that the relief is barred will not answer. (2 Maddocks, Ch. 309; Van Hook *vs.* Whitlock, 7 Paige, 381.

2. The presentation or non-presentation by the sisters of their claim under the grant to the Board of Land Commissioners, has nothing to do with the equitable relations between them and third parties. Such relations were never submitted to the Board for adjudication. The object of the Government in creating that tribunal, was to separate the public lands from those which constituted private property, and to discharge its treaty obligations by protecting private claims. As we said in Hardy *vs.* Harbin, the only question in which the Government was concerned was, what interests in land had the former sovereignty parted with, not what had transpired between private parties subsequent to the action of that sovereignty; and so the Supreme Court of the United States "have frequently determined," to quote its own language, "that the Government had no interest in the contests between persons claiming *ex post facto* the grant." (Castro *vs.* Hendricks, 23 How. 442.) And the Supreme Court of California, whilst holding that the legal title was vested in the confirmee, has in repeated instances declared that equities between him and third parties remained unaffected. (See Hardy *vs.* Harbin, where this subject is considered at length; also, Estrada *vs.* Mur-

phy, 19 Cal. 272; and the recent decision in Salmon *vs.* Symonds, 30 Cal. 306.

If, in this case after the sisters had obtained their grant, Bolcoff had fabricated a deed from them of the property, and presented the claim in his own name, and obtained a confirmation and patent, no question could be made against their right to demand a transfer to them of the legal title. He could not be heard to say that they would have lost the property by non-presentation, and that therefore he should be left alone in his fraudulent acquisition. His mouth would be stopped by his fraud. Nor indeed could it be in truth affirmed by any one that the property would have ultimately been lost to the sisters, and that relief might not have been afforded them by appropriate legislation. As observed in the Hardy case, the finder of personal property might with equal propriety justify its detention on the ground that the true owner would never have found it.

Now the case supposed is, in all its essential features, the case at bar, the only difference being the presentation of a fabricated grant from the Governor instead of a fabricated deed of the sisters, with a representation that the grant was issued to Bolcoff by agreement with the sisters as a substitute for the one decreed to them, and in fact issued to them. It would be a reproach to the administration of justice if a Court of Equity could afford no remedy to the injured parties.

3. But whilst equity will reach the perpetrator and parties acquiring the property under him without consideration or with notice of the rights of the real owners, it will extend its protection to pur-

chasers in good faith for a valuable consideration without such notice; and there are several of the defendants who occupy this position. Some of the defendants have also conveyances or releases of the interest of two of the sisters. We have looked enough into the large folio volume of two hundred and twenty-seven pages, containing an abstract of the different conveyances by the sisters and parties claiming under them, and by officers of the law, and into the circumstances attending the execution of such conveyances, to satisfy us that only an undivided portion of the tract granted to the sisters can be decreed to the plaintiff under the views expressed in this opinion; and that the remaining portions will rest with the defendants—with some of them as *bona fide* purchasers, without notice; with others as grantees of the interest of two of the sisters. An interlocutory decree in favor of the complainant will be entered and reference ordered to a master to report which of the defendants are *bona fide* purchasers, without notice of the claim of the sisters; and what parcels were so purchased, and also of what parcels the interest of the sisters or any of them has been conveyed to the defendants, with all necessary particulars; and upon the coming in and confirmation of his report a final decree will be entered directing the defendants to transfer to the complainant their title to all parcels and undivided interests in parcels not thus acquired and held.

FIELD, J.,
HOFFMAN, J.

It will be observed that the foregoing opinion refers the case to the Master, to ascertain if any of the defendants were *bona fide* purchasers for value, without notice. The Master reported there were no such purchasers. (Transcripts, folios 1142, 1145–6, 1164–5, 1169, 1172, 1187–8).

There was no serious dispute on the trial upon this plea. That all the defendants knew of the sisters' claim to the land was practically conceded. But knowing it, they bought the Bolcoff title.

The Master's report also passed upon a question not discussed in the opinion of the Circuit Court herein printed, to wit.: as to the validity of the sale of the interest of Maria Candida Castro under the execution for the balance due Meader after the mortgaged premises had been sold. The mortgage covered only about one third of the rancho in controversy. There being a balance of $7,000 due Meader after the sale under the decree of foreclosure against Bolcoff and his wife Candida, execution was issued against them for this balance, and all her interest in the whole ranch (say two-thirds) was sold, and in due time Meader obtained the Sheriff's deed therefor. The title thus acquired, the respondent contends to be invalid because no *personal* judgment could be rendered against Candida in the foreclosure suit.

The Court below, in the opinion delivered on the Master's report, sustained this view.

See Opinion, Transcript pp. 410–415.

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